

The Solicitors Journal.

LONDON, MAY 16, 1885.

CURRENT TOPICS.

MR. JUSTICE PEARSON has announced that he will hear no more witness actions during the present sittings.

MR. V. I. CHAMBERLAIN draws attention, in another column, to an important question arising out of the proposal to impose on the income of the real and personal property of certain corporations an annual tax at the rate of five per cent. How will this tax affect the liability of lessees of the corporations in question under the frequently verbose covenant for payment by the lessee of all present and future taxes, assessments, impositions, charges, and outgoing payments payable either by landlord or tenant in respect of the demised premises? The Customs and Inland Revenue Bill proposes to make the tax a stamp duty, and to render the corporation and its officers alone answerable for its payment, but, notwithstanding this, it seems probable that a covenant by a lessee to the effect above mentioned would be sufficient to shift the burden from the corporation to the lessee (see *Hartley v. Hudson*, L. R. 4 C. P. D. 367; *Crosse v. Raw*, 23 W. R. 6, L. R. 9 Ex. 209). This can hardly be the intention of the Government, yet we do not find any provision in the Bill for preventing this result, which, as regards leases already granted, will involve considerable hardship to the lessee. As regards leases granted after the imposition of the tax, the lessee will, no doubt, either see that the tax is expressly excepted from his covenant, or, if he is required to covenant to pay it, will regulate his offer of rent accordingly.

OUR REMARKS last week on the proposals for the assimilation of the "death duties" were, of course, based upon the reports of Mr. CHILDERS' Budget speech. The Customs and Inland Revenue Bill, which has been issued this week, explains a good deal which seemed doubtful on Mr. CHILDERS' statement; but it does not, so far as we can see, remove the difficulty to which we referred last week as likely to occur in ascertaining the capital value of real estate for the purpose of the new account duty. Clause 32, which imposes this new duty, makes it an additional succession duty, and expressly provides that it is to be paid "upon the value of the interest of the successor," which, read in connection with section 21 of 16 & 17 Vict. c. 51, seems to point to duty chargeable in respect of the individual enjoyment of the successor. But clause 34 (which apparently applies both to the succession duty under the Act of 1853 and the proposed new account duty) provides that "where a successor upon the death of any person dying on or after the 1st of May, 1885, is entitled to real property for an estate in fee simple or in fee tail, or is entitled thereto for life and competent to dispose of a continuing interest therein, the duty in respect of his succession shall be assessed upon the principal value of such property." And the clause then provides that, in the case of the succession duty under the Act of 1853, the principal value shall not exceed the highest value in Table III. in the schedule to the Act of 1853, of an annuity equal to the annual value of such property—that is to say, we presume, the principal value of every £100 of annual value is not to exceed £2,439 15s. 6d. This affords some standard for estimating the principal value of real property for the purposes of the old succession duty; but we do not find any provision as to the mode in which the principal value is to be ascertained for the purposes of the account duty on real property. By clause 34, sub-clause 3, the provision of section 21 of the Act of 1853 that, in the case of the death of a

successor not competent to dispose of a continuing interest in the property, before all the instalments of duty have become due, "any instalments not due at his decease shall cease to be payable," is apparently proposed to be abolished.

THE QUESTION whether a notice of trial holds good after a cause has been struck out of the cause book under R. S. C., ord. 17, r. 10, which came before Mr. Justice CHITTY on the 1st inst. (*Le Blond v. Curtis*, 33 W. R. 561), is one which apparently has never before been the subject of a reported decision. The cause having been struck out of the cause book by reason of its standing over for a year, the plaintiff paid the usual fee, and set the cause down a second time without having previously given notice of trial, as required by R. S. C., ord. 36, r. 15. The learned judge decided that the effect of the cause being struck out was to place it in such a position as if it had never been entered; that the old notice of trial did not remain in force, and that in the case before him the re-entry was erroneous. The rule under which the cause was struck out is not, by any means, new. It is a reproduction of the 21st of the Chancery Consolidated Orders, r. 8, and traces its origin to the year 1859. If plaintiffs were allowed to an unlimited extent to keep a cause in the books with the words "stands over" marked against it, a party would be enabled to keep his opponent in suspense for an indefinite time. The rule was evidently intended to obviate this evil, but it was also intended to prevent the cause books from being overloaded with non-effective causes, either by reason of the object above pointed out, or by reason of carelessness or inadvertence in not procuring the removal from the list of those causes which have been settled or abandoned. In its wording, ord. 17, r. 10, applies to causes which are ordered by the court to "stand over generally, with liberty to apply to restore," and it seems that causes so marked will be struck out after twelve months. It is apprehended, however, that when in such a case the court orders the cause to be restored to the list, the notice of trial is, in fact, preserved by the liberty given to apply to restore; but it will be prudent, when such a case arises, for the party applying to restore a cause to the list which has been struck out under ord. 17, r. 10, to apply at the same time, either that the old notice of trial shall hold good, or to give a fresh notice of trial before carrying in the direction of the judge to be acted on by the cause clerks.

THE COURT OF APPEAL last week, as will be seen from the report elsewhere, reversed the decision of Mr. Justice CAVE in *In re Parker* (ante, p. 132), disallowing to the Board of Trade the percentage charged by the official receiver upon the proceeds of the bankrupt's household furniture sold by him, whilst acting as trustee, after adjudication, but before the appointment of a trustee by the creditors. The grounds upon which Mr. Justice CAVE rested his decision were that, although the official receiver, on the adjudication being made, became trustee of the bankrupt's property, his powers as trustee were restricted by section 70, sub-section 1 (a.), and sub-section 2, so that he had no power to sell any part of the estate except perishable goods, at any rate without the express order of the Board of Trade, which he had not obtained; but the learned judge declined to say whether, if the Board of Trade had authorized the sale, it would have been good. The sub-sections referred to provide that it shall be the duty of the official receiver (*inter alia*), "pending the appointment of a trustee to act as *interim* receiver of the debtor's estate, and, where a special manager is not appointed, as manager thereof," and that, "for the purpose of his duties as *interim* receiver or manager, the official receiver shall have the same powers as if he were a receiver and manager appointed by the High Court, but shall, as far as practicable,

able, consult the wishes of the creditors with respect to the management of the debtor's property, . . . and shall not, unless the Board of Trade otherwise order, incur any expense beyond such as is requisite for the protection of the debtor's property or the disposing of perishable goods." The sole question as to which Mr. Justice CAVE and the Court of Appeal differed was as to the extent of the operation of these sub-sections. Mr. Justice CAVE held that they were operative until the appointment of a trustee by the creditors, or, at least, of a trustee other than the official receiver, except in small bankruptcies, which are administered summarily. On the other hand, the Court of Appeal came to the conclusion that, on the adjudication being made, the official receiver was appointed trustee by virtue of the provisions in the Act, and that, on this "appointment," he no longer acted as *interim* receiver and manager, but as trustee, with all the powers of a trustee. These powers include (section 56, sub-section 1) the power to "sell all or any part of the property of the bankrupt . . . by public auction or private contract." On this interpretation of the Act the official receiver, on his appointment as trustee, had clearly the power which he claimed to sell the furniture, and having exercised that power, the Court of Appeal held that the Board of Trade were entitled to charge the percentage of six per cent. under table D. of the list of fees and percentages sanctioned by the Treasury. Reading the words of the sections in their strict meaning, it is difficult to contest the interpretation placed upon them by the Court of Appeal, however much the decision may be regretted, as opening the way to abuse on the part of official receivers. This liability to abuse, however, will not be so great as it at first sight appears, since the Board of Trade have given up their original contention that the official receivers, in their capacity as *interim* receivers before adjudication, as well as trustees after adjudication, were entitled to realize any portion of the estate they might think proper. In the majority of cases—at any rate, of cases where there will be any estate to realize—no adjudication of bankruptcy will be made until after the first meeting of creditors has been held and a trustee has been appointed by the creditors. At the same time, the construction placed on the sections by the Court of Appeal can scarcely have been contemplated by the Legislature, considering the strong opinion expressed in Grand Committee of the House of Commons, which culminated in the passing of sub-section 5 of section 21, providing that "the official receiver shall not, save as by this Act provided, be the trustee of the bankrupt's property." The Legislature probably never intended to enact any substantial alteration of the provisions made by section 17 of the Act of 1869 and rule 103 of 1871, beyond the alteration rendered necessary by the substitution of the official receiver for the registrar to act as *interim* trustee, and we have little doubt that the expression in section 70, sub-section 1 (a.), "pending the appointment of a trustee," was understood to refer to an appointment by the creditors, as construed by Mr. Justice CAVE. It is to be hoped that, to avoid the risk of abuse and consequent dissatisfaction, the Board of Trade will give stringent directions to the various official receivers not to realize assets whilst acting as trustees pending the appointment of a trustee by the creditors, except for very urgent reasons, and upon express instructions from the Board.

THE AMERICAN JOURNALS announce that Mr. ARTHUR, the late President of the United States, has "resumed his law practice with his old firm," and give interesting details as to the furniture of his office, which is stated to be of "mahogany, with cherry trimmings." Litigants across the Atlantic may be congratulated on the opportunity thus afforded of obtaining for six and eightpence (or the American equivalent) the opinion of the late chief magistrate of one of the greatest States in the world, and the taxing officers of the American courts will find peculiarly fascinating employment in cutting down the bills of costs of an ex-President.

The railing in of the piece of waste land situate between Clement's-inn and the western block of the Royal Courts of Justice is now almost completed, and it is stated that when that is finished the ground will be laid out as an ornamental garden. A carriage-drive for the judges will also be made, with an entrance opposite St. Clement's Church.

RECENT DECISIONS ON THE LAW OF COMPENSATION.

IN two recent cases, decided by the same judges within two days of each other, important points of compensation law were determined. In the case of *Wadham v. North-Eastern Railway Company* (33 W. R. 215, L. R. 14 Q. B. D. 747), where a railway company stopped up a street in which were a house and premises used as an hotel, whereby the value of the premises for using, selling, or letting as an hotel and public-house was diminished, it was held that the owner was entitled to compensation under the Lands Clauses Act, 1845, for the depreciation in the value of the premises.

There is, as our readers will doubtless remember, a well-known decision of the House of Lords—*Ricket v. Metropolitan Railway Company* (15 W. R. 937, L. R. 2 H. L. 175)—which has been a stumbling-block and rock of offence now for many years to all persons having to do with compensation cases. In case after case has this poor authority been trotted out unavailingly. The greatest respect has always been paid to it, as becomes a decision of the House of Lords; but, for some curious reason, it is a decision which never seems to be exactly applicable to the case under consideration. At first sight, the terms in which this decision is referred to in successive judgments appear to be most striking illustrations of the power of lawyers to see a distinction between identical things differently expressed. A man may not have compensation for loss of custom caused in a particular business by the execution of the statutory works; but, if the value of the property is affected by the loss of custom in a particular business, for that diminution in value compensation may be assessed. But, on consideration, it will appear that there is a distinction, though, being a refined one, it is possible that it may be misapplied in a particular case so as to do injustice. In *Ricket's case*, as explained by Lord Chelmsford in *Metropolitan Board of Works v. MacCarthy* (23 W. R. 115, L. R. 7 H. L. 243), the essential fact is that there was no finding of damages which related to the premises, but merely of personal loss. We cannot help thinking that there probably was, in fact, in *Ricket's case*, damage to the value of the premises; the claimant did allege that the public-house there had been injuriously affected, though the loss of custom was the only ground stated for that allegation.

But, apart from the justice of particular cases, there may be a real distinction between mere loss of custom in a particular business and deterioration of the value of premises by such loss of custom. No doubt, generally speaking, in ninety-nine cases out of a hundred, if premises are built or used for a certain business, and the custom of that business is likely to fall off, the value of the premises in the market is likely to be affected, but it does not necessarily follow in the nature of things that it would be so. Premises that had been used for one particular business which the execution of the works might affect might not be deteriorated in value, because they might continue to command an equal or even superior value for other businesses which the existence of the works might not injure or even might benefit. *Ricket's case* is misleading because and in so far as the expressions there used may be supposed to support the proposition that you cannot take into consideration the fact of the particular business being carried on upon the premises. It is obvious that this proposition is nonsense, because it is often practically impossible to consider the value of premises for business purposes generally without reference to any particular sort of business. The discussion in *Wadham v. North-Eastern Railway Company* very clearly brings out the true principles involved, and shows that if the market value of the premises is diminished for selling or letting by loss of custom, that loss forms the subject of compensation.

In the case of *The Queen v. Essex* (33 W. R. 214, L. R. 14 Q. B. D. 753) the facts were that, part of a building estate being taken by a local board for a sewage farm, the value of other parts of the estate was deteriorated, even in the absence of any nuisance arising from the sewage farm when made. It was held that the owner was entitled to compensation under the Lands Clauses Act, not only in respect of the land taken, but of the deterioration in value of the other land. This is a decision of some importance in the same line as the celebrated *Stockport case* (33 L. J. Q. B. 261). The principle of that case seems to be that a broad distinction

must be drawn between cases of mere injurious affecting where no land is compulsorily taken, and cases of damage that arise where land is so taken. It is clear law in the first case that, the Legislature having sanctioned the user of the works when completed, no damage arising merely from their user is the subject of compensation, but there must be some injurious affection arising from the works themselves; and it is also settled that there can only be compensation where, but for the statute, there would have been an actionable wrong. In the second case the Legislature has provided that, in fixing the compensation for the land compulsorily taken, the tribunal may take into consideration the damage arising from nuisance or other injurious affection of such lands by the exercise of the powers of the Act; and under this provision it would seem that it is not necessary that there should be that which, without the statute, would have been wrongful, and compensation for damage arising from user of the works, as sanctioned by the Act, may be given, the principle being that an owner voluntarily selling would take into consideration, in fixing the price, damage that would probably be caused to his remaining land by the use to which the land purchased was to be put. Now, whether an actual nuisance is ultimately the result of a sewage farm or not, there is, no doubt, a suspicion that it may be, and practically the reputation—i.e., the value—of the adjoining land will suffer. It is only justice that a person compelled to sell should have the price ascertained on the same principles as any reasonable, fair, and prudent vendor would apply in fixing the price upon a voluntary sale. On the other hand, a person, none of whose land is compulsorily taken, is only in the same position as if his neighbour had voluntarily sold the land to the company or local authority for purposes authorized by the law, but which might injure his property. At least, that is the theory of the thing, though it may be doubted whether practically it is not a matter of considerable hardship.

THE ORGANIZATION OF A SOLICITOR'S OFFICE.

II—ORGANIZATION WITH SPECIAL REFERENCE TO CONTENTIOUS BUSINESS.

COUNTRY SOLICITOR AND LONDON AGENT.

The title of this article is suggestive of a wider range of topics than that of our present division; but we have placed it in that division, as the observations which we have to offer bear specially upon contentious business.

The extent of the country solicitor's dependence on the services of his London agent is very much diminished now as compared with the state of things which existed in former days. Many circumstances—some dating back a considerable time, some very modern—have contributed to bring about the change. Looking back on the causes which have been at work, the railway unquestionably comes first, both in time and importance of result. A journey which occupied a week can now be compassed by the country solicitor twice in a day, with a liberal allowance of working hours in London to boot. And scarcely less important in its consequences upon our present subject, though more gradual in its progress, has been the march of legislation by which a net-work of inferior courts and district registries has been spread over the kingdom. Passing by cause, however, and coming straight to effect, it is an undoubted fact—worthy to be borne in mind on both sides—that at the present day the country solicitor can do many things himself, to accomplish which he was formerly obliged to invoke the aid of his London agent, and that he is proportionately less important to the latter as a dry question of pounds, shillings, and pence.

The agency work of a country solicitor is regarded in several different lights by London solicitors. Some make it a special feature of their business, and are known throughout the profession as "agency houses." Others will not deign to touch it. Others, again, will only take it for special clients, or on special terms as distinguished from the usual "half-and-half" division of profits on work done in London. And others take it when it comes, but do not lay themselves out for it, or care very much about it one way or the other. It is, of course, purely a matter of accident or choice, as the case may be, with any individual London solicitor within which of these heads he may happen to range himself; and we could not profitably offer any suggestion from the point of view of which is the best and wisest attitude. But we are rather disposed to think that those who despise, or have no inclination for London agency work on the score of its

involving much labour and little profit—and especially those who have not otherwise much contentious business—overlook one consideration which is not unimportant. By far the greater proportion of this work is represented by actual steps of procedure in court and chambers. It follows that in the performance of it there will arise many opportunities of coming into contact with officials, of preparing and perusing all sorts of documents used in contentious business, of clearing up doubtful points of practice, of gaining familiarity with places and things which it behoves a solicitor, either personally or vicariously through his staff, to be well acquainted with. This appears to us to be a solid practical gain, independently of direct money results. It is, no doubt, quite true that similar opportunities are afforded also by contentious business done in the character of a solicitor 'properly' concerned, and not of a London agent. But our point is that agency work, as specially running in the channel which we have indicated, affords special advantages of this character, and that even where, independently of it, a solicitor has a fair share of contentious business, it will be to his advantage to embrace all available means of gaining additional experience and facilities in the conduct of that class of business. The more often any particular solicitor's name catches the eye of masters, chief clerks, taxing masters, registrars, and other officers of the court, the more easily, as a general rule, will that solicitor's contentious work pass through its various stages. The machinery will be understood in proportion to the frequency with which it is used.

At the same time the question of pounds, shillings, and pence is, of course, a most material element for the London solicitor's consideration. Does agency work pay? Putting aside special bargains as being comparatively rare and furnishing no text for general observation, it does not pay very much. According to general usage the country solicitor receives half of the profit attaching to the work of his London agent, and the latter throws in gratuitously a great deal of correspondence, and occasionally also a good many interviews. Furthermore, the London agent generally has to do a good many little odd jobs, for which virtue is its own reward, such as advising the country solicitor on some point of etiquette or practice, or making some inquiry of a personal character for him. And lastly, when any particular business, conducted partly in London, turns out unfortunately for the country solicitor, he will generally expect his London agent to share meekly the sacrifice which he is himself called upon to make, though, it may be, with considerably smaller inducement for doing so, and without any previous voice in the matter of the prudence or imprudence of the acts which have eventuated in that result. Filter all this down to the rate of remuneration actually received for work and labour done, and deduct from the result a reasonable proportion for office expenses incurred in earning it, and the ultimate profit will certainly not present any features for ardent self-congratulation on the part of the London agent.

Our own impression is that from a purely financial point of view London agency work is a source of appreciable profit only where a large quantity of it is done. To send a well-paid clerk to the Central Office, there to wait about for a couple of hours or more, with the result of earning three shillings and fourpence for attending a summons, is distinctly an unprofitable expenditure of time and trouble. But if the solitary summons is multiplied by a dozen, if, by putting his head into one room while he is waiting for something to come to pass in another room, and repeating the process at frequent intervals, the same clerk can and does earn a shower of three shillings and fourpences in the same period of time, the case will be materially altered. There was a distinct germ of true political economy concealed under the apparently contradictory observation of the elderly lady who remarked, as to the price of oranges which she was vending at a fair, "I loses on every one, but it's the quantity that pays." Again, the pecuniary aspect of the matter will always be, to some extent, influenced by the spirit in which the country solicitor regards the relationship between himself and his London agent. He may take a generous or ungenerous view of it. He may make an excellent meal himself, and leave only the dry bones for his London agent to pick, or he may recognize that something more is due to the latter upon grounds of fair dealing and justice. The country solicitor who does not hesitate to give his London agent any amount of gratuitous trouble when it suits his purpose, but, on the other hand, equally does not hesitate to avail himself of the spurious legal services of a law stationer to take some step for him, with no better reason than that he appropriates, by so doing, a larger share of profit to himself than if he were to employ his London agent, does not, to our thinking, deal fairly in spirit with the latter, though he may keep just within the letter of the law as it now stands. And again, lastly, we hold that there is no sufficient profit attaching to London agency work to induce a London solicitor, with reasonable prudence or regard for his own interests, to incur out-of-pocket expenses or liabilities to any appreciable extent in the conduct of it, or to give a very extended period of credit for his charges. The answer to the question whether or not London agency work is worth doing, from a monetary point of view, depends largely upon whether it is or is not to be taken as a starting point that the London agent will be kept out of

cash payments and liabilities, and his bills be paid within a reasonable time after they are rendered.

Passing from this preliminary aspect of the subject to the relationship where it actually exists, we will now proceed to offer a few observations as to what appears to us to be involved in the right performance of its duties.

First, what may the country client fairly expect at the hands of his London agent?

Imprimis, to have his work properly and intelligently attended to. And here we think that the country solicitor—or rather, perhaps, the country solicitor's client—occasionally has just cause of complaint, though he does not always know it.

Sometimes the shortcoming takes the form of committing an important summons or appointment or consultation to a clerk who manifestly has not the requisite knowledge or experience to do justice to the part which the solicitor should play. Or it may be that a client of the country solicitor, if he has occasion to call at the office of the London agent, does not receive the amount of personal attention and consideration which he may with reason expect, and which would certainly be bestowed upon him if he did not represent agency business.

It is more pleasant to work for whole fees than half fees, and it is only fair to human nature to admit that, when work is well paid for, it is not surprising that it should be done with greater interest and spirit than when it is ill paid for. Moreover, it cannot be pretended that London agency work is usually particularly attractive. It is generally limited to taking an isolated step now and again in some given matter, and the gap between each step is destructive of personal interest. There is seldom any real handling of a case from start to finish. Still, allowing for all this, the fact remains that the interests of the ultimate client ought not to be prejudiced by the accident of his being represented partly in the country and partly in London, instead of wholly at one end or the other. The London solicitor should not be less scrupulous to see that his agency work is properly done than he would be with other work corresponding in kind and in degree of importance. In one of Mr. Robertson's comedies an officer, after admitting that he had done very little fighting, urged, as an excuse, that he had had very little pay, but the solicitor in real life can hardly, with self-respect, take refuge behind a similar plea. He is free to take agency work or refuse it. If he elects to take it, he should do so with the determination to see that it is properly done, and that neither the country solicitor nor the latter's client shall have any just cause to complain of its being left to the mercy of incompetent or overweighted clerks, or otherwise neglected.

On the other hand, it must be confessed that what the country solicitor may fairly expect, and what he does, in fact, expect, are not invariably one and the same thing. He is occasionally known to look to his London brother to make bricks without straw. We adverted incidentally in an earlier article to the prodigies which the London agent is sometimes expected to perform in the matter of gaining time. That is one form of unreasonable exaction. Then, again, it is not an unknown thing for directions to be sent to the London agent to consult counsel on some point, or to make or oppose some application without, at the same time, furnishing him with appropriate materials for doing justice to the client. Or, perhaps, he may be asked, at very inconveniently short notice, to do something when longer notice could just as easily have been given. Or the country solicitor may arrive at his London agent's office in an irritating condition of extreme freedom from any personal pressure of engagements, and expect to have an inordinate measure of time devoted to him, in which to discuss a number of topics relevant and otherwise, for which, be it observed, the London agent will receive no remuneration when his somewhat meagre agency bill comes to be rendered. Or the country solicitor, being unable to comprehend why a judge or chief clerk or master has not adopted a view which he conscientiously believes to be (and which, perhaps, is, in fact) right, may be disposed to attribute the circumstance unjustly to a failure on his London agent's part to present his arguments with sufficient force and clearness—forgetting that all questions have two sides to them, and some questions have a great many more. We do not suggest for a moment that all, or, for that matter, any, of these failings can fairly be said to be characteristic of the country solicitor as a general rule, but only that sufficiently numerous instances may be met with in which they are displayed to render it fitting to mention them as a counterpoise to the weak points to which we have referred as observable here and there in the conduct of London agency work.

The twelfth annual general meeting of the Barristers' Benevolent Association will be held in the Middle Temple Hall on Wednesday, the 26th inst., at half-past four o'clock, Sir Hardinge Giffard, Q.C., M.P., in the chair. All members of the Inns of Court are invited to attend.

CORRESPONDENCE.

THE PROPOSED TAX ON THE PROPERTY OF CORPORATIONS.

[To the Editor of the Solicitors' Journal.]

Sir,—It appears from the Budget speech that it is intended to impose an annual charge of five per cent. on the annual value of the property of certain corporations as equivalent to succession duty, and in view of this I think the following point is deserving of consideration.

I refer to the common practice in leases of property, whether belonging to individuals or corporations, for the lessee to covenant to pay all taxes, assessments, impositions, and outgoings of every description, parliamentary, parochial, or otherwise, the language of this covenant being generally very wide. The question, therefore, occurs whether the new charge will not fall within the scope of such a covenant, unless care be taken to exclude it.

In the case of individuals the question has not arisen, because the burden of succession or legacy duty has been met either in one payment or in a few payments, and such payments have been clearly in the nature of duty, and traceable to the isolated event of death. I believe it has never been contended that such duty was payable by the lessee. When, however, the charge becomes, as in the case of corporations, an annual one, not attributable to any death, or other isolated or periodical event, it is easy to see that the question may become more difficult, and, looking at the generality of the language usually employed, I fear that the result might be to saddle lessees with a burden which it was never intended they should have to bear, and to exempt corporations from a burden which it is distinctly intended that they should bear.

It is to be hoped that the measure will be so drafted as to guard against this, and I have, therefore, called the attention of the authorities and of the Law Society to it. The subject is of so much importance that I think I need not apologize for bringing it before the profession also.

V. I. CHAMBERLAIN.

48, Finsbury-square, London, E.C., May 13.

RE THOMAS WILSON—SOLICITORS' REMUNERATION ACT.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to your article upon this case (*ante*, p.429), it may be of interest to your readers to see the particulars of the surveyor's bill referred to in the judgment, and we, therefore, beg to enclose a copy, which you will, perhaps, insert in your next issue.

For obvious reasons we refrain from making any comment upon the decision.

TYRER, KENION, TYRER, & SIMPSON.

Union Chambers, 14, North John-street, Liverpool, May 7.

[The following are the particulars referred to:—

	1884.	£	s.	d.
April 22.—Conference with Mr. Tyrer, and instructions to make survey and valuations in lots of the above estate				
" 26.—Survey of the property, and comparing plan attached to the deeds with existing boundaries		3	3	0
May 1.—Re-survey of property, indicating boundaries of land belonging to Mr. W. B. Wignall and to Dodd's Trustees. Two clerks engaged two days		4	4	0
Preparing large plan of property, and plotting same to scale of 133 feet to 1 inch, calculating contents of land, and dividing same into four lots for purposes of sale		2	2	0
Preparation of two fair copies of same		1	11	6
" 9.—Conference with Mr. Tyrer at Arkwood in reference to a suggested scheme of re-lotting land N. side Old Chester-road, and abutting Bremsborough Pool		2	2	0
" 16.—Survey of Arkwood House and grounds, taking measured details of buildings for particulars of sale		1	1	0
" 22.—Clerk attending at Bebington and tracing tithe award, dated 26th August, 1847, of property in reference to identification of area of certain lots affected by the title, and paid rectorial fees		1	6	0
To valuations in detail of the entire property as under:—				

	£	s.	d.
Lot 1, valuation 8,000	8	0	0
" 2, " 2,549	2	4	4
" 3, " 850	8	2	2
" 4, " 2,850	2	4	4
	19	10	0

June 9.—Preparation of plan in detail of Arkwood Estate for lithography	1 11 6
Perusal of affidavit regarding areas and values of land to be sold to Mr. W. B. Wignall, and sworn to same	0 10 6
17.—Assistants at Arkwood measuring off the several boundaries to lot No. 1, and checking area of land purchased by Mr. W. B. Wignall, and expenses; engaged one and a half days	2 2 0
To fair copy plan of land purchased by Mr. W. B. Wignall (for deed)	0 10 6
Total	£40 3 0

INSURABLE INTEREST.

[To the Editor of the Solicitors' Journal.]

Sir,—Can any of your readers refer me to any case deciding whether a woman has an insurable interest in the life of her intended husband?

A. B. insures his life for £1,000. The insurance moneys are expressed to be payable to C. D., "intended wife of the said A. B.," or her legal representatives. The said C. D. had no pecuniary interest in the life of the assured, except such as arose from the engagement to marry. The marriage shortly afterwards takes place. Is the policy a valid policy, or void under 14 Geo. 3, c. 48, owing to want of interest at the time the insurance was effected? Is the policy good as against creditors of the husband?

I believe that an insurance in this form is unusual in England, and as a matter of fact the policy was issued by an American office, though, inasmuch as the insurance moneys are payable in London, it is presumed the English law would apply (*Ruse v. Mutual Benefit Company*, 23 N. Y. 516).

The statute, 14 Geo. 3, c. 48, was never in force in America, but has been there interpreted as declaratory only of the common law (see "Porter's Laws of Insurance," p. 36).

References to cases will oblige.

Walthamstow, May 11.

A. BARHAM.

CASES OF THE WEEK.

COURT OF APPEAL.

R. S. C., 1883, ORD. 15, R. 1; ORD. 55, R. 10.—ACCOUNTS AND INQUIRIES.—ADMINISTRATION ACTION.—DISCRETION OF COURT.—In a case of *Allen v. Taylor*, before the Court of Appeal, No. 2, on the 6th inst., a question arose as to the making of an order for accounts and inquiries under rule 1 of order 15. The writ in the action claimed the administration of the estate of a testator and the execution of the trusts of his will. The plaintiff was a mortgagee of the interests of nearly all the legatees under the will, including the residuary legatees; the defendants were the surviving trustee and executor, and the executrix of a deceased trustee and executor. The statement of claim alleged that the deceased trustee had been guilty of breaches of trust. The claim, however, was in the same words as the indorsement on the writ. The testator had been dead more than ten years. The estate of the deceased trustee was being administered in another action. The plaintiff took out a summons under rule 1 of order 15 for certain accounts and inquiries, some of the inquiries asked for not being ordinary inquiries in an administration action. Bacon, V.C., refused to make any order on the summons. He was of opinion that the plaintiff could obtain all the relief which he really wanted by proving in the action to administer the estate of the deceased trustee. It was urged that the fact that the executrix of the deceased trustee might hereinafter have to account as for a breach of trust was no reason why the residuary administration accounts should not be taken at once. There was no preliminary question to be tried as regarded these accounts. The Court of Appeal (COTTON, LINDLEY, and FRY, L.J.J.) affirmed the decision. COTTON, L.J., said that, under rule 1 of order 15, only such accounts and inquiries could be directed as were specially asked for in the indorsement of the writ, or were necessarily involved in it. Inquiries as to a breach of trust were not necessarily involved in a claim for administration, and it would not be right to direct them under order 15 when the writ was so indorsed. But the order of the Vice-Chancellor was right on another ground—viz., that it was very probable that the ordinary administration accounts might not be required at all. The Vice-Chancellor had rule 10 of order 55 in view, and he left it to be decided at the trial of the action whether it would be necessary to have an order for general administration at all—whether the whole matter really in dispute between the parties might not be determined by means of some special inquiries. LINDLEY, L.J., said that he did not wish to restrict the extreme utility of ord. 15, r. 1. But in working that rule regard must be had to rule 10 of order 55, which was one of the most useful of the existing rules. He was not at all satisfied that in the present case it would be necessary to have the ordinary administration accounts taken. FRY, L.J., said that in the present case the preliminary question had to be determined, whether the

ordinary accounts would be required at all—whether the real controversy could not be decided without them.—COUNSEL, *Marten, Q.C.*, and *J. Chester; Warrington; Vennell. SOLICITORS, J. J. & C. J. Allen; Bell, Brodrick, & Gray.*

In another case of *O'Sullivan v. Young*, on the same day, in which also Bacon, V.C., had refused to order the ordinary administration account and inquiries upon a summons under ord. 15, r. 1, the court affirmed his order on similar grounds. The action was brought by the executrix of a deceased beneficiary. Accounts had been made out ten years ago, and then assented to by most of the beneficiaries. The plaintiff desired to have information to enable her to administer her own testator's estate, and the solicitors to the executors of the original testator had raised difficulties as to the making of a copy of the account by the plaintiffs' solicitor. COTTON, L.J., said that after the writ had been issued the plaintiff might have taken out a summons for production and inspection of documents, and then she could have seen the accounts, and would have been in a position to judge whether it would be necessary that the ordinary administration accounts should be taken. If she had seen the accounts, it might have appeared at once that it was perfectly unnecessary to have the ordinary accounts taken by the court. But the defendants' solicitors had acted very unreasonably, and, therefore, the appeal would be dismissed, without costs. LINDLEY, L.J., said that the summons appeared to have been taken out on the theory that a person interested in the estate of a testator was entitled to have the ordinary administration accounts taken, simply because he asked for them, without any regard to rule 10 of order 55. FRY, L.J., said that, if the Vice-Chancellor had granted the application, he would have been overruling rule 10 of order 55.—COUNSEL, *Hemming, Q.C.*, and *P. V. Smith; Marten, Q.C.*, and *McSwiney. SOLICITORS, John Ellerton; Milton.*

MONEY PAID UNDER ILLEGAL CONTRACT.—MONEY DEPOSITED BY ACCUSED WITH BAIL AS INDEMNITY.—In the case of *Hermann v. Zeuchner*, before the Court of Appeal, No. 1, on the 1st inst., the question was as to the right of the plaintiff to recover a sum of money deposited by him with the defendant for the purpose of indemnifying the defendant against any liability he might incur under a bail bond to be entered into by him as surety for the plaintiff. The plaintiff, Alonso Hermann, was convicted at the Middlesex Sessions of keeping a disorderly house, and was ordered to find two sureties in £50 each for his good behaviour for two years. Being unable to find more than one, he went to prison, but the plaintiff's wife having deposited £49 with the defendant on the terms that it should not be returned during the two years, the defendant entered into the bail bond for the plaintiff, who was thereupon released. The plaintiff before the end of the two years sued the defendant for the £49 as money had and received. The defendant pleaded the agreement for deposit, and the plaintiff in reply objected that the defence was not sufficient in point of law, on the ground that the defendant set up, by way of defence, an illegal executory contract. At the trial Stephen, J., gave judgment for the plaintiff, holding that the agreement was against public policy, and that, according to a previous decision of his own in *Wilson v. Strugnell* (L. R. 7 Q. B. D. 548, 30 W. R. Dig. 50), money paid in such circumstances could be recovered. The defendant appealed. The court (BRETT, M.R., and BAGGALLAY and BOWEN, L.J.J.) allowed the appeal. BRETT, M.R., said that the contract was illegal because it took away the protection which the parties were bound to give to the law, for if the principal gives to the intended surety the means of meeting the bail bond, the surety has no interest at all to see that the principal obeys the law. But if the contract is illegal, and if the whole of it has been executed on both sides, the person vouching the illegality will not be assisted by the law to recover. It was only necessary to differ from Stephen, J., in that he came to the conclusion that, because the money was not paid under the bond, the contract was not fully executed, whereas their lordships thought that it was. The payment of the bond was no part of the contract between the plaintiff and defendant, but was an obligation imposed upon the defendant by the law. In his lordship's opinion the plaintiff could not recover after the two years any more than before. The defendant was therefore entitled to judgment. If *Wilson v. Strugnell* had been before the court, they should not have agreed with it. BAGGALLAY and BOWEN, L.J.J., were of the same opinion.—COUNSEL, *Cock; S. Boulter. SOLICITORS, Freeman & Wintthrop; E. D. Lewis.*

HIGH COURT OF JUSTICE.

TRUSTEES.—POWER OF INVESTMENT.—"UNCONTROLLED DISCRETION".—POWER OF COURT.—In a case of *Brown v. Brown*, before Pearson, J., on the 9th inst., there was a question as to the propriety of certain investments which had been made by the trustees of a will. The action was for the administration of the estate of a testator who, by his will, had devised and bequeathed all his real and personal estate (not specifically disposed of) to his trustees (who were also executors) upon trust for sale and conversion, and that they should out of the proceeds, and out of such part of his personal estate as should consist of money, pay his funeral and testamentary expenses and debts, and some specified legacies. And he directed that the trustees should invest all the remainder of the moneys coming to their hands in respect of his estate, in their names or under their control, in such mode or modes of investment as they in their uncontrolled discretion should think proper, and the investments were to be held in trust for a tenant for life and remaindermen. And the testator empowered his trustees to postpone the sale and conversion of the whole or any part of his estate, so long as to them in their uncontrolled discretion should seem proper. At the time of the testator's death he was possessed of various bonds and stocks of foreign and colonial railway companies, and of bonds

of foreign governments. He also held some shares (not fully paid up) in a bank. After the testator's death, but before the commencement of the action, the trustees invested some of the moneys in their hands in the purchase of foreign bonds, bonds of a colonial railway company, and additional shares (not fully paid up) in the same bank. These bank shares were afterwards sold at a considerable profit. The chief clerk by his certificate disallowed the trustees the moneys which they had laid out in these purchases, certifying as due from them on account of the estate a balance which included those sums, on the ground that the investments were not authorized by the will. *PEARSON, J.*, was at first disposed to think that the power of investment, wide as it was in its terms, was necessarily limited to securities within the jurisdiction of the court. But, ultimately, he came to the conclusion that the trustees, having acted honestly in the belief that the power authorized the investments, could not be held personally responsible for the moneys which they had thus expended. But he said that these securities ought not to be retained. The trustees might postpone the conversion, but it must not be indefinitely postponed. At the same time he sanctioned a proposed investment of some funds in court in (*inter alia*) the inscribed stocks of some Colonial Governments.—*COUNSEL, Fischer, Q.C., and A. Whitaker; J. G. Wood; Middleton. SOLICITORS, Eagleton & Son; A. F. & R. W. Tweedie.*

DOMICIL—NATIONALITY—INFANT—CUSTODY—JURISDICTION—CONFLICT OF LAWS—BRITISH SUBJECT BORN ABROAD.—In the case of *In re Willoughby, an Infant*, which came before *Kay, J.*, on the 2nd and 12th insts., a question arose as to the jurisdiction of the English courts to appoint a guardian of an infant who was born in France and resided in that country. The father, who was the son of a natural-born British subject, was born in France, and lived and died there. He married a Frenchwoman, who survived him. By the law of France the surviving parent is entitled to the guardianship of the children of the marriage. The infant was entitled to certain property in France, but was not entitled to any property in England. The mother was not a proper person to have the custody of children. Proceedings had been instituted in France for the appointment of a guardian of the infant, but the French courts, upon receiving information that a similar application was pending in England, declined to interfere until the English courts had arrived at a decision upon the question. The present application related only to the person, and not to the property, of the infant. It was contended on behalf of the respondent, the mother, that the English courts had no jurisdiction to appoint guardians of an infant born and residing in France, whose surviving parent was domiciled in France, and that, even assuming jurisdiction, as the court had no power to enforce the order, it would be more convenient to leave the French courts to deal with the matter. *KAY, J.*, said that the law applied which was stated by him in *De Geer v. Stone* (31 W. R. 241, L. R. 22 Ch. D. 243), that a grandchild of a natural-born British subject who was born abroad, and whose father was born abroad, would be a British subject, although the child of such grandchild would not be. Accordingly this infant was entitled by statute to all the rights of a natural-born British subject. It was admitted that if the child were in England the court would appoint guardians other than the mother, and would not permit the child to remain in her custody. But it was said that the court had no power, or that, if it had, it ought not to exercise its power. That question was settled beyond controversy by *Hoppe v. Hoppe* (2 W. R. 698, 4 De G. M. & G. 328). This child was entitled to all the rights and privileges of a British subject as much as if she had been born in this country, and therefore it was within the jurisdiction of the court to provide for her care and custody. But the argument was that, because the child was born abroad, the widow, by the law of France, was entitled to be guardian, and that, though circumstances might arise which would induce the French courts to interfere with that right, the application ought to be made to the French and not to the English courts. It was said that, because the mother was, by the French law, guardian of this child, therefore, these courts could not interfere. His lordship could not accede to that argument without overruling *Hoppe v. Hoppe*. The other question, whether the court would, in its discretion, interfere, was a different matter. Lord Cranworth said that there might be many cases in which the courts would decline to exercise their jurisdiction, as where the parents were abroad, and there was no property in England, because an order might be a mere *brutum fulmen*, which the court would have no power to enforce. But in this case the French courts had done that which his lordship was sure the English courts would have done in a similar case, they declined to exercise their jurisdiction until the question had been decided by the English courts. In a converse case these courts would most certainly hold their hands and await the decision of the French tribunals, and would do all in their power to enforce that order. That was according to international comity. Here the court was almost invited to say what should be done. That removed any doubt whether he ought to exercise his jurisdiction. His lordship, therefore, thought it right to say—although there was no property to enable him to enforce his order—that it was proper to appoint English guardians over the person of this child, and he accordingly referred the matter back to chambers for that purpose.—*COUNSEL, Methold; J. G. Wood. SOLICITORS, F. Rolt; A. F. & R. W. Tweedie.*

ADMINISTRATION—GRANT TO CREDITOR—COMPANY—CALL ON SHARES AFTER DEATH OF INTEREST.—In the Probate Division, on the 12th inst., in a case of *Tombinson v. Gilby*, an application for a grant of letters of administration to a creditor was made under the following circumstances. John Gilby died intestate on the 14th of May, 1884, being then possessed of certain shares in the Kingston Cotton Mill Company, upon which shares a call was made on the 8th of September, 1884, and became

payable on the 10th of October, 1884. The present motion was for a grant of administration to the secretary of the company as a creditor in respect of the above call. The only next of kin of the deceased was his brother, who was a lunatic, and who, as well as his committee, had been served with the citation. It was argued that the case was analogous to those in which a grant of administration as to a creditor had been made to an undertaker claiming against the estate for the expenses of the funeral of the deceased. *BUTT, J.*, held that, as the call on the shares was clearly due from the estate of the deceased, the company was entitled to a grant of administration.—*COUNSEL, Bayford. SOLICITOR, A. R. Oldman.*

BANKRUPTCY CASES.

BANKRUPTCY—OFFICIAL RECEIVER—POWER TO SELL BANKRUPT'S PROPERTY WHEN ACTING AS TRUSTEE—BANKRUPTCY ACT, 1883, ss. 9, 10, 20, 21, 22, 54, 56, 68, 70, 121.—On the 8th inst. the Court of Appeal, No. 1 (*BRETT, M.R., BAGGALLAY and BOWEN, L.JJ.*), reversed the decision of *Cave, J.*, in *In re Parker* (*ante*, p. 132), as to the powers of the official receiver in bankruptcy. The question was whether the official receiver, when acting as trustee in a bankruptcy, in the interval between the adjudication and the appointment of a trustee by the creditors, has power to sell the property of the bankrupt, other than perishable goods. *Cave, J.*, held that he has not, and he ordered an official receiver, who had sold furniture of a bankrupt in that interval of time, to pay over to the trustee subsequently appointed by the creditors the commission of six per cent. on the proceeds of sale, which he had retained. The material provisions of the Act are as follows:—Section 9 provides that, "on the making of a receiving order, an official receiver shall be thereby constituted receiver of the property of the debtor." Section 10 gives the court power, if necessary for the protection of the estate, to appoint the official receiver to be interim receiver of the property of the debtor at any time after the presentation of a bankruptcy petition, and before a receiving order is made. Section 20 provides (1) that, "Where a receiving order is made against a debtor, then, if the creditors at the first meeting, or any adjournment thereof, by ordinary resolution resolve that the debtor be adjudged bankrupt, or pass no resolution, or if the creditors do not meet, or if a composition or scheme is not accepted or approved, in pursuance of this Act, within fourteen days after the conclusion of the examination of the debtor, or such further time as the court may allow, the court shall adjudge the debtor bankrupt, and thereupon the property of the bankrupt shall become divisible among his creditors and shall vest in a trustee." By section 21 (1), "When a debtor is adjudged bankrupt, or the creditors have resolved that he be adjudged bankrupt, the creditors may, by ordinary resolution, appoint some fit person, whether a creditor or not, to fill the office of trustee of the property of the bankrupt, or they may resolve to leave his appointment to the committee of inspection herein-after mentioned. (5) The official receiver shall not, save as by this Act provided, be the trustee of the bankrupt's property." Section 22 provides for the appointment by the creditors of a committee of inspection. By section 54, "(1) Until a trustee is appointed, the official receiver shall be the trustee for the purposes of this Act, and, immediately on a debtor being adjudged bankrupt, the property of the bankrupt shall vest in the trustee. (2) On the appointment of a trustee the property shall forthwith pass to, and vest in, the trustee appointed. (3) The property of the bankrupt shall pass from trustee to trustee, including under that term the official receiver when he fills the office of trustee, and shall vest in the trustee for the time being during his continuance in office, without any conveyance, assignment, or transfer whatever." By section 56, "Subject to the provisions of this Act, the trustee may do all or any of the following things (*inter alia*)—(1) Sell all or any part of the property of the bankrupt (including the goodwill of the business, if any, and the book-debts due or growing due to the bankrupt) by public auction or private contract, with power to transfer the whole thereof to any person or company, or to sell the same in parcels." By section 68 (3), "All expressions referring to the trustee under a bankruptcy shall, unless the context otherwise requires, or the Act otherwise provides, include the official receiver when acting as trustee." By section 70 (1), "As regards the estate of a debtor, it shall be the duty of the official receiver, (a.) pending the appointment of a trustee, to act as interim receiver of the debtor's estate, and where a special manager is not appointed, as manager thereof; (g.) to act as trustee during any vacancy in the office of trustee. (2) For the purpose of his duties as interim receiver or manager, the official receiver shall have the same powers as if he were a receiver and manager appointed by the High Court, but shall, as far as practicable, consult the wishes of the creditors with respect to the management of the debtor's property." By section 121, "When a petition is presented by or against a debtor, if the court is satisfied by affidavit or otherwise, or the official receiver reports to the court that the property of the debtor is not likely to exceed in value £300, the court may make an order that the debtor's estate be administered in a summary manner, and thereupon the provisions of this Act shall be subject to the following modifications (*inter alia*):—(1) If the debtor is adjudged a bankrupt, the official receiver shall be the trustee in the bankruptcy; (2) there shall be no committee of inspection, but the official receiver may do, with the permission of the Board of Trade, all things which may be done by the trustee with the permission of the committee of inspection." *BRETT, M.R.*, said that it was not disputed that the sale was a beneficial one for the estate; so beneficial, indeed, that the creditors' trustee had adopted it. But though the creditors' trustee did not object to the sale, he objected to pay the official receiver's commission of six per cent., and for this purpose he took the point that the official receiver had no power at all to sell. His lordship

was not sure that the preliminary objection might not have been raised that, if the trustee adopted the sale, he could not be heard to say that the official receiver was not entitled to his commission. But this objection was not taken, and the important question arose whether the official receiver, being trustee in the interval between the adjudication and the appointment of a creditors' trustee, had power to sell the bankrupt's property (other than perishable goods). On the one side, it was said that, if he could do this, there would be no check on him, the creditors not being yet in a position to appoint a committee of inspection. On the other side, it was urged that, if the official receiver could not sell, then, however important for the estate it might be that the bankrupt's property should be sold at once, it could not be sold until the creditors had appointed a trustee. Both these views were, no doubt, of importance, but his lordship's judgment would be founded on the well-known rule of construction, that the words of an Act of Parliament must be taken in their plain and ordinary sense, unless there was something in the context which obliged the court to read them in a larger or in a more limited sense. The official receiver was appointed to act in a particular bankruptcy under the provisions of section 9, when a receiving order was made. Then sub-section 1 of section 20 provided that, the moment the court should adjudge the debtor a bankrupt, his property should vest in a trustee. Then came section 54, which said that, until a trustee should be appointed (there could be no doubt that that meant a creditors' trustee), the official receiver should be the trustee for the purposes of the Act, and that, immediately on a debtor being adjudged bankrupt, the property of the bankrupt should vest in the trustee. What trustee? There was only the official receiver up to that moment, and he was the trustee "for the purposes of the Act." The property was to vest in the trustee. What could the trustee do? Section 56 defined the powers of the trustee, and it said that, subject to the provisions of the Act, the trustee might sell the property of the bankrupt. What was there to show that you must read into section 56 these words: "Not all trustees, but only some trustees; not the official receiver when he becomes trustee on the adjudication, but only the creditors' trustee;" and then, when a difficulty arose from this construction, say that the official receiver might be included when he became trustee, on the happening of a vacancy after a creditors' trustee had been appointed, though he was not included when he became trustee at the beginning? A great deal of the argument on behalf of the trustee was founded on this, that, if the Act was interpreted literally, there would be tautology in it. That was not enough to show that the words were not to have their plain meaning. The main argument of the Solicitor-General, on behalf of the Board of Trade, was this, that there would be great difficulty in working the provisions of section 121 as to small bankruptcies if the official receiver had not the power of sale contended for. This argument did not much impress his lordship; he thought the provisions as to small bankruptcies could be worked either way. But it was not necessary to decide the point. His lordship based his judgment on this, that, after a careful examination of all the provisions of the Act, sections 54 and 56 were plain and simple, and gave the official receiver, when he became trustee on the adjudication, power to sell the property of the bankrupt, and there was nothing equally plain in the rest of the Act to show that he was not to have that power. The words must be construed in their ordinary sense, and the decision of Cave, J., must be reversed. BAGGALLAY, L.J., was of the same opinion. He thought that the above provisions of section 70 dealt only with the powers of the official receiver at the time when he was acting as receiver, and had no relation to his powers when he was acting as trustee. BOWEN, L.J., concurred.

The court gave leave to appeal to the House of Lords, provided that a meeting of the creditors sanctioned the appeal.—COUNSEL, Sir F. Herschell, S.G., and Muir Mackenzie; A. Charles, Q.C., and J. E. Linklater. SOLICITORS, Solicitor to the Board of Trade; Linklater, Hackwood, & Co.

BANKRUPTCY—COMMITMENT ORDER—RECEIVING ORDER—ARREST—PAYMENT UNDER PROTEST—RIGHT OF TRUSTEE TO MONEY PAID.—In the case of *Ex parte Stewart, Official Receiver, In re Riley*, which came before Cave, J., sitting in bankruptcy, on the 11th inst., a curious question arose, as to which the learned judge explained the principle of commitment on a debtor's summons. A receiving order had been made against the debtor on February 12, and on February 23 an order was made for summary administration of the debtor's estate under section 121 of the Bankruptcy Act, 1883. The official receiver refused to make an allowance to the debtor for the support of himself and his family until the debtor brought to him the amount of his salary, as registrar, then due. The debtor was on his way to the office of the official receiver with £4, the arrears then in his possession, when he was arrested by the serjeant-at-mace of the Mayor's Court, on a commitment order made before February 12 by that court, for non-payment of £2 8s. 6d., due to Messrs. Jones & Co., on a judgment recovered by them in that court. The debtor explained to the serjeant-at-mace his position, and that a receiving order had been made against him, but he refused to release him, and the debtor paid £2 8s. 6d. under protest to procure his release, and brought the balance, £1 11s. 6d., to the official receiver. Application for payment of this sum to the official receiver was made, first to the serjeant-at-mace and then to the Mayor's Court, and the latter application was adjourned to allow of the present application by the official receiver for payment to him of this sum of £2 8s. 6d. CAVE, J., held that the case was within the principle of *Cobham v. Dalton* (44 L. J. Ch. 702), and that the creditor, by virtue of section 9 of the Bankruptcy Act, 1883, and of the making of the receiving order, lost his right to enforce his claim by arrest. The commitment order is not a process for

contempt, but a means of enforcing payment of the debt, and this is borne out by the recent County Court Rules (January), 1884. The money must be paid to the official receiver.—COUNSEL, Muir Mackenzie. SOLICITORS, J. Tucker; W. W. Aldridge.

CASES AFFECTING SOLICITORS.

SOLICITOR—BANKRUPTCY—PUBLIC EXAMINATION OF DEBTOR—RIGHT OF COUNTY COURT REGISTRAR TO DEMAND WRITTEN AUTHORITY OF SOLICITOR.—**BANKRUPTCY ACT, 1883, s. 17, SUB-SECTION 4—19 & 20 VICT. c. 108, s. 43.**—In the case of *The Queen v. The Registrar of the Greenwich County Court*, before the Court of Appeal, No. 1, on the 12th inst., the question was whether a county court registrar, sitting in bankruptcy, has a right to refuse to allow a solicitor acting for a creditor to question the debtor under section 17, sub-section 4, of the Bankruptcy Act, 1883, unless he produces his authority in writing. It appeared that Mr. A. G. Ditton, acting as solicitor for Messrs. G. H. Renton & Co., who had tendered a proof in a bankruptcy, attended the public examination of the bankrupt and sought to question him under the above section. The defendant refused to allow him to do so unless he produced his written authority, which the solicitor declined to do. Thereupon Mr. Ditton and the Incorporated Law Society moved a divisional court, under 19 & 20 Vict. c. 108, s. 43, for a rule calling upon the defendant and the debtor to show cause why the solicitor should not be permitted to question the debtor concerning his affairs, and the causes of his failure, without producing an authority in writing. Grove and Hawkins, J.J., discharged a rule nisi on the ground that the applicants had no *locus standi*, and that the creditor alone could apply [ante p. 103]. The applicants appealed. The court (BRETT, M.R., BAGGALLAY and BOWEN, L.J.J.) dismissed the appeal. BRETT, M.R., said that he doubted whether the solicitor could apply under section 43 of 19 & 20 Vict. c. 108, and his opinion was that he was not within the section. The words "any party" referred to a litigant in the court, and in this case the creditor would be the party. But a larger view might be taken of the case—viz., that the solicitor might be assumed to be applying, not only on his own behalf, but as representing the body of solicitors, and, therefore, that the case might be stated to be that the defendant had refused the body of solicitors that audience to which they were entitled, so that the court for the protection of its officers would desire the application to be heard. It was unnecessary to decide whether the solicitor had a *locus standi*, for, if he had, his lordship was of opinion that the registrar was right. The question was whether the solicitor was "a representative" within the meaning of section 17, sub-section 4. It had been argued that, if so, a counsel would have to produce his written authority, in which case, as he has none, he could not appear at all. But a counsel can only act in court and whilst he has the conduct of the particular part of the litigation intrusted to him, and the client is not his master. Therefore he is not a representative and does not want the authority. But a solicitor represents his client throughout the litigation both in and out of court, and in ordinary legal language is the representative of the client, and, therefore, is within the very words of section 17, sub-section 4, so as to be authorized in writing. If so, he must submit to that which, in his lordship's opinion, was no indignity at all, though solicitors had, for the moment, taken it up as a question of dignity. The court had only to say that the registrar was entitled to ask for the written authority, and on its non-production to refuse to allow the solicitor to question the debtor. Whether a registrar will ask all solicitors or any particular solicitor in any particular case for the authority is a matter for him to consider according to his own feelings of what is right. But if a solicitor is bound to be authorized in writing, there cannot be the smallest indignity in his being asked whether he has that authority. The case was within the section, and therefore, whether or no the court had authority to hear the appeal, they would, in either case, decide against the appellant. BAGGALLAY and BOWEN, L.J.J., concurred.—COUNSEL, Reid, Q.C., and Linklater. SOLICITOR, E. W. Williamson.

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R. S. C., 1883, ORD. 65, R. 27 (39)—SOLICITOR—COSTS—TAXATION—STATEMENT OF GROUNDS OF OBJECTION—THIRD PARTY—VENDOR AND PURCHASER—AGREEMENT THAT PURCHASER SHALL PAY VENDOR'S COSTS.—**SOLICITORS ACT, 1843, ss. 37, 38.**—In a case of *In re Morvett*, before the Court of Appeal, No. 2, on the 13th inst., a question arose as to the effect of sub-section 39 of rule 27 of order 65, which provides that, "any party who may be dissatisfied with the allowance or disallowance by the taxing officer, in any bill of costs taxed by him, of the whole or any part of any items, may, at any time before the certificate or *allocatur* is signed, deliver to the other party interested therein, and carry in before the taxing officer, an objection in writing to such allowance or disallowance, specifying therein by a list, in a short and concise form, the items, or parts thereof, objected to, and the grounds and reasons for such objections, and may thereupon apply to the taxing officer to review the taxation in respect of the same." The words of this rule differ from those of the corresponding rule in the Rules of 1875. In the present case the application for taxation was made by a purchaser to tax the bill of costs of the vendor's solicitors, which he had paid in order to obtain the execution of a conveyance. The vendor had contracted to sell to the purchaser some plots of building land, and the contract provided that, "upon payment of the purchase-money, and of all moneys due and owing under or by virtue of these presents, the vendor will convey the said pieces of land to the purchasers in one conveyance, the purchasers at their own expense to prepare such conveyance, and the vendor to peruse and execute the same at his own expense; but, if the purchasers wish to have the said land conveyed in more than one lot, the vendor agrees to convey the same in any number of lots, providing the purchasers shall pay all the costs and charges of the vendor, and of any

other necessary party thereto, in and about the perusal and execution of every additional conveyance and deed of covenants, and of all attendances thereon or connected therewith, including the expense of any production of deeds after the first." The vendor had, at the request of the purchaser, executed a separate conveyance of one of the plots, and, on this occasion, the bill was paid which the purchaser sought to tax. On the hearing of the summons to tax, leave was given to the solicitors to deliver an amended bill of costs in lieu of the original bill, and it was referred to the taxing master to tax the amended bill. The taxing master disallowed certain items in the amended bill. The solicitors delivered objections in writing to the disallowance, the ground of objection stated being "that these charges are reasonable and proper to be allowed." The taxing master overruled the objections, giving this reason: "These are charges which I conceive are not within the terms of the contract, and not proper to be charged against the purchaser." The solicitors took out a summons before Kay, J., to review the taxation. On the hearing of this summons, the objection was taken that the principle on which the taxing master had proceeded was wrong, and that he ought to have taxed the bill (the application being under the third-party clause) as between the solicitors and their client, the vendor, and not, as he had done, as between the purchaser and the vendor, and that the items in question were proper charges as between the solicitors and the vendor, and ought, therefore, to have been allowed. Kay, J., affirmed the decision of the taxing master, holding that he was right in having regard to the agreement between the vendor and purchaser. The Court of Appeal (COTTON, LINDLEY, and FRY, L.J.J.) affirmed the decision. On the opening of the appeal, they raised the point that, as the objection on the ground of principle to the disallowance had not been stated in the written objections delivered to the taxing master, the solicitors were not at liberty to raise it on the appeal, the object of the above rule being that the taxing master and the opposite party might have the opportunity of considering the grounds of objection. If it was intended to raise an objection of principle, it ought to be stated in the written objections delivered, otherwise the taxing master would be entirely misled. As, however, Kay, J., had heard the case on its merits, and this preliminary objection had not been raised before him, and, moreover, from what the taxing master had said, he appeared to have had the question of principle present to his mind, though it had not been brought before him in the regular way, their lordships consented to hear the appeal argued on its merits, and to deal with the objection of principle. And they held that the purchaser was liable only for such costs of the vendor as were provided for by the agreement, and that the items in question did not come within the agreement. COTTON, L.J., said that this was not a case in which a third party was, by reason of the relation between himself and the person primarily chargeable, liable to pay all the costs properly incurred by that person. The vendor could only rely on the agreement between himself and the purchaser. The amended bill which the solicitors were allowed to deliver must have been a bill relating to those particular charges which, by virtue of the agreement, the purchaser was bound to pay. The taxing master came to the conclusion that the items in question did not relate to matters within the contract, and, therefore, he struck them out of the bill altogether. It was urged that they were proper charges as between the vendor and the solicitors, and that under the third-party clause the taxation must be as between the solicitor and his own client. No doubt that was true. But the purchaser did not contract to pay all the proper charges as between the vendor and his solicitors in relation to the matter, but only certain specified charges. The taxing master was right in saying that the items in question were charges in relation to matters not within the agreement. It could hardly be contended in a case of mortgagor and mortgagee that the mortgagor would be liable to pay costs of the mortgagee's solicitor relating to matters entirely outside the mortgage. LINDLEY, L.J., said that it is well settled that under the third-party clause the taxation must be as between the solicitor and his client. But still the third party was only entitled under that clause to tax a bill which he was liable to pay. In the present case the leave given to deliver an amended bill could only have meant a bill which the purchaser was under the agreement liable to pay. FRY, L.J., thought it very important that a party who objected to a taxation should follow strictly the provisions of the rule, and state in writing the grounds and reasons of his objections. If the question had arisen upon the bill originally delivered, probably the application to tax it might have involved a submission to pay all the charges in it which were proper as against the vendor. But the leave to deliver an amended bill could only have meant such a bill as the purchaser, as well as the vendor, was liable to pay.—COUNSEL, *Ralph Neville*; *R. F. Norton*. SOLICITORS, *Chester, Mayhew, & Co.*; *Walker, Son, & Field*.

COSTS—TAXATION—SOLICITORS' REMUNERATION ACT, 1861, s. 2—GENERAL ORDER OF AUGUST, 1882, sub-sections 2, 6—BUSINESS COMMENCED BEFORE, BUT CONCLUDED AFTER, THE 31ST OF DECEMBER, 1882—CONVEYANCING BUSINESS IN AN ACTION—SCHEDULE 1, PART 1—PURCHASER'S SOLICITOR—PREPARATION OF CONTRACT OF SALE—INVESTIGATION OF TITLE—ELECTION BY SOLICITOR.—In a case of *Fleming v. Hardesty*, before PEARSON, J., on the 9th inst. some questions arose upon the Solicitors' Remuneration Act of 1861 and the Remuneration Order of August, 1882. The first question was whether the Act and the Order apply to the costs of business commenced before, but concluded after, the Order came into operation. The taxing master held, on the authority of *In re Lacey* (L. R. 25 Ch. D. 381, 28 SOLICITORS' JOURNAL, 123), and *In re Denne* (ante, p. 28), that they do. At that time *In re Field* (24 W. R. 553, ante, p. 428) had not been decided by the Court of Appeal, but a report of that decision appeared in the WEEKLY REPORTER on the very day on which the present case was heard by PEARSON, J. He

held that, in *In re Field*, the point was distinctly decided by the Court of Appeal in accordance with the view of the taxing master, and said that he was of course bound by that decision, though, in the absence of it, he might have been disposed to take a different view. The next question was whether the Act and the Order apply to conveyancing business in an action. Section 2 of the Act authorizes the making of a general order for regulating the remuneration of solicitors "in respect of business connected with sales, purchases, leases, mortgages, settlements, and other matters of conveyancing, and in respect of other business not being business in any action, or transacted in any court, or in the chambers of any judge or master, and not being otherwise contentious business." The action in the present case was brought by an infant tenant in tail in possession of settled estates (by a next friend) against the trustees of the settlement, to make him a ward of court, and have a scheme settled for his maintenance and education. The costs in question related to the purchase of some land by the trustees, with the sanction of the court, in the action. The contract of sale had been prepared by the solicitor to the trustees, not by the solicitor to the vendors. Part of the land sold had formed part of the settled estates, and had been sold by the trustees to a railway company under their statutory powers. The trustees repurchased it as surplus land not required by the company. The purchase by the company had never been completed, and the contract of repurchase provided that the purchase by the company should not be completed, but that the trustees should be content with such assurance as should revert the land in them. As to that part, therefore, of the land comprised in the contract for purchase from the company, no investigation of title was required. PEARSON, J., following the decision of Kay, J., in *Stanford v. Roberts* (L. R. 26 Ch. D. 155, 28 SOLICITORS' JOURNAL, 304), with which, he said, he agreed, held that the Act and the Order apply to conveyancing business in an action equally with other conveyancing. A third question was this. It was urged, on the authority of *In re Lacey*, that the Order did not apply, because the whole of the business, to which the scale fee prescribed by part 1 of schedule 1 relates, had not been performed by the solicitor, inasmuch as the title to the whole of the property purchased had not been investigated. PEARSON, J., held that the scale fee applied, inasmuch as the title had been investigated so far as an investigation was necessary. A fourth point was this: whether the trustees' solicitor was, in addition to the scale fee, entitled to charge for the preparation of the contract. Schedule 1, part 1, states that the scale fee payable to the vendor's solicitor is "for deducting title, &c. (including preparation of contract, or conditions of sale if any)." But in the case of the purchaser's solicitor the scale fee is "for investigating title, &c. (including perusal and completion of contract, if any)." Nothing is there said about "preparation of contract," probably because in general the contract is prepared by the vendor's solicitor. PEARSON, J., held that, as the trustees' solicitor had, in fact, prepared the contract in the present case, he was entitled to charge for so doing in addition to the scale fee. It was also urged that, in the present case, the solicitor had, under subsection 6 of the Order, elected that his remuneration should be according to the old system as altered by schedule 2, by sending in his bill, under the order in the action to tax the costs, made out according to schedule 2, and that he could not have made an election before. PEARSON, J., held that, even if the solicitor could have elected at all after the Order had come into operation, the business having been commenced before (which he doubted), the sending in of the bill did not amount to an election.—COUNSEL, *S. Dickinson*; *Cookson, Q.C.*, and *W. Latham*. SOLICITOR, *R. Petch*.

OBITUARY.

MR. BORLASE HILL ADAMS.

Mr. Borlase Hill Adams, barrister, died very suddenly at his residence, 51, Bedford-square, on the 29th ult. Mr. Adams was the second son of Dr. William Adams, of Doctors' Commons. He was educated at Winchester and at Exeter College, Oxford, and was called to the bar at Lincoln's-inn in Michaelmas Term, 1843. He formerly practised in the Court of Chancery, but he retired several years ago, and he had since been actively engaged in magisterial and local government business. He was a magistrate for the county of Middlesex, and was, for several years, chairman of the committee of visiting justices of the Hanwell Lunatic Asylum. He was also a member of the St. Giles's Vestry, and of the St. Giles's District Board of Works, and he was a representative of the latter body at the Metropolitan Board of Works.

THE HON. ELIOT THOMAS YORKE.

The Hon. Eliot Thomas Yorke, barrister, formerly M.P. for Cambridgeshire, died at his residence, 15, Park-street, Grosvenor-square, on the 3rd inst., aged eighty. Mr. Yorke was the third son of Vice-Admiral the Hon. Sir Joseph Sydney Yorke, K.C.B., his mother having been the daughter of Mr. James Hattway, of Atherston. He was born in 1805, and was raised to the rank of an earl's son by Royal warrant in 1835 on his eldest brother succeeding to the peerage as fifth Earl of Hardwicke. He was educated at Harrow and at St. John's College, Cambridge, and was called to the bar at Lincoln's-inn in 1832. He represented Cambridgeshire in the Conservative interest without interruption from 1835 till 1865, when he retired. He was a magistrate and deputy-lieutenant for Cambridgeshire, and he was for many years deputy-chairman of quarter sessions for that county. Mr. Yorke was married in 1833 to the daughter of Mr. Emilius Delme Radcliffe, of Hitchin Priory.

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst., Mr. J. Anderson Rose in the chair. The other directors present were Messrs. S. Hurry Asker (Norwich), W. Beriah Brook, Edwin Hedger, J. H. Kays, Grinham Keen, Richard Pennington, Philip Rickman, Henry Roscoe, Sidney Smith, W. Melmoth Walters, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £320 was distributed in grants of relief; thirty-three new members were admitted to the association; and other general business was transacted.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates were successful at the intermediate examination held on the 23rd of April, 1885:—

Abbott, Frederick Charles	Evans, John Ivor
Adams, William	Evershed, Herbert Evans
Adams, William Henry, B.A.	Fearnley, James
Adlington, Jonathan	Ferens, Henry Edwin, B.A.
Aislewood, Albert Percy	Fernhough, George
Allen, James	Ferrington, George William
Allen, William Edward	Field, Joseph Henry
Alpe, Frederick	Firth, Thomas William Staplee
Ash, Frederick William	Fletcher, Franklyn Haward
Ayres, Harry Edward	Flower, Ernest Francis Swan
Badcock, Frederick	Floyer, Sydenham Ernest
Bale, John Edward	Formby, Miles, B.A., LL.B.
Bantoft, Guy Cyril	Forshaw, George Alfred, B.A.
Beaumont, Henry	Frank, Laurence Ward, B.A.
Bell, Edward Albert	Fulton, Frederick John
Bennett, Thomas, B.A.	Gabb, Richard Frederick Baker
Bennison, John	Gallaher, Thomas Henry
Berridge, Samuel Morpott	Gedge, Francis Sidney, B.A.
Blackburn, Vernon Kent	Glover, Roger Richard
Bloomer, William	Goddard, William Wilkins
Bobbett, Lewis Albert	Gooden, Herbert Richard
Booth, William Edwin	Graham, Howard William
Bowman, William, B.A.	Greenwood, Edgar Francis, B.A.
Broadbent, John William	Griffith, Robert Jones, B.A.
Brown, Malcolm Tomlinson, B.A.	Grist, Edward James
Burkinyoung, Charles Edmund	Hallam, Sydney
Burroughs, James	Hallas, Edgar Wheatley
Bury, Walter Wilfrid	Harman, Arthur Howard
Bush, Harrington Paul	Harris, Charles Benjamin
Byrne, Peter	Hastings, Henry Augustus Ward
Campion, John Todd	Hays, John Stormont
Canning, Philip Lovell Hampden	Heath, Alfred Thomas
Chapman, Frederick William	Herbelet, Marie Albert Camille
Charlesworth, John	Herd, Harry Ernest
Charleton, Robert Ash, B.A.	Higgins, Alexander Pearce
Chester, Edward Grenado	Higgins, William
Chevalier, Arthur Edward	Hind, Everett
Christie, George Norman	Hodgkinson, Edward Dixon
Clarke, George Corbet	Holmes, Frank Henry
Clench, Sidney Augustus	Hughes, William
Close, Charles John Ward	Hulme, Robert Edwards
Coley, William	Humphreys, Edward Lewis
Comerford, Hugh	James, Cluny Macfarquhar
Cook, Walter Ainsworth	Jenkins, John Lewis
Cope, William Silverwood, B.A.	Jessop, Robert
Copland, Charles Albert, B.A.	Jones, Douglas Hurst, B.A.
Coren, John William	Jones, John Thomas
Coulman, Edward	Jones, Lloyd Overston
Crickmay, Arthur Hayter	Kendrick, Walter Ernest, B.A.
Crucesmann, Edward	Kerr, Francis James
Dabbs, Arthur Henry	Kite, Ernest Acton
Daniell, Herbert Basil	Lambert, Percival, B.A.
Daniell, Edward Prichard	Langley, John Alban, B.A., LL.B.
Darby, John	Lawton, James Hadfield
D'Arcy, Francis Meager	Laybourne, Percy
Daun, William Henry, B.A.	Leak, William Arthur
Day, Francis	Leas, Arthur James
Dennis, John Herbert	Lee, George Trevelyan
Denton, Albert Woodruffe	Lee, Harry James
Dixon, Herbert Griffith	Lewis, George Herbert
Douglas, David Fraser, B.A.	Lewis, Rupert
Durant, Edward Cecil	Lewis, William Lyndhurst
Earle, Francis George	Lightfoot, Frank
Ellaby, Arthur James	Lilley, George Trice
Ellen, Frederic	Livingston, John Alexander
Emsley, Robert Garside	Logan, George Alfred
Eskridge, Theodore Robson	Lowe, Arthur Labron, B.A., LL.B.

Macklin, Charles Campbell
Malkin, George Robert
Matthews, Sydney
Medcalf, John
Melley, Augustus George
Miller, Thomas
Millward, Alfred
Monckton, Herbert Haden, B.A.
Moore, Alfred Percival, B.A.
Moore, Charles Edward Arthur
Morgan, Frederick William
Mullock, Richard Arthur
Munby, Frederick Hugh
Muspratt, Percy Cameron
Nevins, Victor Edgar Eamsonson
Ochse, Oscar
Ogden, Frank Everard
Paddock, Albert Edward
Paget, Alfred
Palmer, Thomas Joseph Mills
Parham, Maurice Crozier
Parker, Alan Montagu
Parkes, Francis
Pearce, James Alfred
Phillips, Cleveland John
Pidcock, Arthur
Pierce, Ernest Wilson
Pinniger, Thomas Clare
Pollard, John Empson Toplis
Powell, Wadham Lochie
Preston, Sydney Elliott
Price, Charles Thomas
Quarrell, Thomas Read, B.A.
Ralph, Richard Christian
Rawsthorn, John James
Rayner, Wilfrid
Reckitt, Charles Coleby
Redmayne, Robert Robey
Rees, David
Regge, Robert William
Ridley, Henry Douglas
Robinson, Hugh Mansfield
Roche, Charles Hubert
Rorke, George Samuel
Row, Charles
Rutherford, Henry Taylor
Sanderson, Stephen Goodman
Savage, Thomas James
Scholefield, Joshua
Scurfield, Edgar
Serjeant, Bernard Gilpin
Sharp, John Joseph
Sharp, John Moverley
Shells, Frederick Walter
Sheppard, George
Simonds, John Edward
Smith, Arthur
Smith, Henry John

Smith, Hugh Hippisley Ayscough
Smith, Thomas Henry
Snelling, Percy William
Soame, Charles Buckworth Herne
Sunter, John Hollings
Spearman, John Gustard
Spencer, Herbert Beechey, B.A.
Spilsbury, George Hubball, B.A.
Sprigge, George Cooper, B.A.
Stapley, Frederick Henry
Stock, Leslie
Stockton, Oliver James
Stoneham, Reginald Charles
Swaine, William
Symonds, Christopher Barker
Tanfield, Arthur George
Taylor, Alfred William
Taylor, Athelstan Howard Odin
Taylor, Charles Alfred Innes
Thompson, Ernest
Thorn, Alfred Henry
Thorpe, William
Townsend, Arthur Robert
Tratman, Alfred Saunders
Travell, Joseph Jackson
Troughton, Henry George
Tuppen, John Herbert
Turnell, Roland
Turner, Francis
Turner, George Holborn
Veale, William George
Vincent, Hugh Corbet, B.A.
Vizard, Walter Oswald
Wade, Arthur Edward
Waite, Henry Skinner
Wakeford, William Frederick
Walker, John Leonard
Wansey, Arthur Alfred
Warden, Quintin Hume
Watkins, Daniel
Watson, Frank
Watson, Harry Crawford
Webb, George Ernest
Webster, Herbert Walter
Welch, Alfred Bassett Starbuck
Welsford, Herbert Richard
Weston, George Augustus
Whalley, James Alexander
White, Edward
Williams, Ernest Goodrich
Williams, Heston Lloyd
Williams, Robert
Williams, Samuel
Wilson, Roland Henry Bouchier
Winnall, Charles Pears
Wood, Frank Peters
Yarde, John Edward Whitbourne

FINAL EXAMINATION.

The following candidates were successful at the final examination held on the 21st and 22nd of April, 1885:—

Andrew, Herbert John	Coleman, Leonard
Asplin, Charles	Cooke, Frederick William, B.A.
Austin, Charles Howard, M.A.	Cornish, Edward
Barker, Thomas William	Cropper, Francis Henry
Bate, Reginald Henry	Cunningham, Henry Edmond
Bate, Walter Goldfinch	Curwen, Harry Brown
Baynes, Henry Kennett	Cushing, Robert Sewell
Bettany, William Thomas	Danby, William Francis, B.A.
Bilbrough, Edward Power	De Burgh, Alexander Averil Hussey
Bird, Frederick Charles	Dendy, Walter Barnes
Birkett, Arthur	Devonshire, Robert Llewellyn
Bond, Ernest John	Dewes, John Hunt
Boyns, Nicholas Holman, B.A., LL.B.	Duane, John Joseph
Brayshaw, Alfred Neave, B.A.	Eastwood, Arthur Edgell, B.A.
Bristow, Ernest	Elliott, Frank
Brotherton, Percy Henry	Ellis, Francis
Buchanan, Mac Iver	Faire, Albert Charles
Burchell, Henry, B.A.	Fawcett, Joseph
Buraham, Henry Charles	Fawcett, Harold
Butler, John Richardson	Fedden, Robert Edmund Lee
Cargill, William Knapp	Gandy, John Garnett
Caudwell, Paul, B.A.	Gill, Thomas
Chaldecott, Thomas Edmund Harland	Goldman, Isadore
Chapman, John Mitchell, LL.B.	Green, William Herbert
Chater, Frank Kentish	Groves, Herbert Harrington
Cheesman, George Edward Vincent	Hansell, Walter Edward
Sidney	Hare, Henry Cammell
Clark, James	Harrison, Ivor
Cobb, Percy	Harrison, William Henry

Hellier, Edward William
 Hickman, Humphrey John
 Hier-Evans, Alfred Edward Brodie
 Hirst, Harry Horatio Vickerman
 Hiscott, Thomas Henry
 Holmes, John Wallace
 Hooper, John Edmund
 Hume, George Wedderburn
 Ingham, John
 Jenkyn-Brown, Thomas Arnold
 John, Thomas
 Keith, Angus Cecil
 Kensington, Harry Rawlins
 King, Richard Francis Henry
 Kingdon, Charles Laurence
 Kingdon, Frederick William Wash-
 ington
 Langford, Charles William
 Larkman, James Preston
 Latter, Hugh Allan
 Leonard, Herbert Longman
 Littlewood, Herbert Dell
 Lockhart, Herbert Edward
 Lowe, Frederick Augustus Whit-
 more
 Mackay, Alexander Joseph
 Macturk, Kenneth Thomas
 Marigold, James Arthur, B.A.
 Medd, Herbert Goldsmith
 Medforth, Frederic Julian
 Mercer, Edmund
 Moore, Ernest William
 Moore, Herbert Octavius
 Morgan, Richard
 Nevill, John Christopher
 Newman, Alfred
 Okeden, William Henry Parry
 Oldham, Frederick Mountford
 Parkinson, Arthur Tetley
 Parsons, John
 Peachey, John Frederick
 Perks, Frederick John
 Phelps, William James
 Phillips, Thomas
 Pickersgill, Ellis
 Pickup, George William
 Pizey, Henry Elliott

Porter, George Joseph Bayspool
 Raby, William
 Ramwell, John
 Raworth, Edwin
 Raynes, William Walter Henry
 Rheam, Philip
 Robinson, Francis Stephen
 Rockett, John James
 Sanders, Henry Archibald
 St. Quintin, Jeffrey Charles, B.A.
 Saunders, Edward George
 Scott, Hubert Edward
 Shalleas, Edwin
 Shoemith, Robert Walker
 Short, George Glen
 Sidebotham, Arthur
 Sinclair, Henry Valentine
 Slark, William
 Slater, Minton
 Sloan, Walter James
 Smedley, Joseph Benjamin
 Smith, Frederic Wiffen
 Smith, Samuel Joseph Woodham
 Spink, Albert Henry
 Stainer, Harry Harbottell
 Swan, John Charles
 Temple, Guy
 Thorpe, Arthur Davis
 Tucker, Charles Heywood
 Twemlow, John Orry
 Waddington, Evelyn
 Wade, James
 Walker, William
 Waashbourne, William Edward
 Weaver, Arthur John
 Wellborne, Harry de Montfort, B.A.
 West, Horace
 Wharton, John Henry Turner, B.A.
 White, Thomas
 White, William Montgomery
 Whitehead, Arthur Croxall
 Wiggins, John James
 Wightman, Edgar
 Williams, Walter Thomas, B.A.
 Williams, Henry Hanks
 Willis, Thomas William, B.A.
 Wilson, Anthony Godfrey

LAW STUDENTS' DEBATING SOCIETY.

The usual weekly meeting of this society was held on the 12th inst. Mr. J. Lithby in the chair. The subject for discussion was as follows:—"That her Majesty's Government have ceased to deserve the confidence of the country." The debate was opened in the affirmative by Mr. T. W. Ratcliff, and Messrs. Raymond, Barker, and Bilney followed on the same side. The negative was supported by Messrs. E. E. Davies, J. J. Dodd, Rhys, and Napier. The debate, which was well sustained throughout, was ultimately adjourned.

LEGAL APPOINTMENTS.

Mr. JOHN CAMM HOLMES, solicitor (of the firm of John Holmes & Son), of 34, Clement's-lane, Lombard-street, E.C., has been appointed a Commissioner of Deeds for the State of New York.

Mr. JOSEPH OAKBY WHITE, solicitor, of Merthyr Tydfil, has been appointed Clerk to the Vaynor Highway Board, in succession to his partner, the late Mr. John Morgan. Mr. White was admitted a solicitor in 1871.

Mr. ARTHUR HARRISON STAMFORD (of the firm of Peel, Stamford, & Hines), of Bradford, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HERBERT HARDY COZENS-HARDY, Q.C., has been elected a Benchet of Lincoln's-inn.

Mr. JOSEPH ANSELL, solicitor, of Birmingham and Aston, has been appointed Deputy-Coroner for the Central Division of Warwickshire. Mr. Ansell was admitted a solicitor in 1862.

Mr. ARTHUR WESTBROOK, solicitor (of the firm of Timbrell & Westbrook), of 44, King William-street, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. RICHARD PENNINGTON (of the firm of Cookson, Wainwright, & Pennington), of No. 6, New-square, Lincoln's-inn, has been elected Chairman for the ensuing year of the Committee of the Law Society Club, Chancery-lane.

Mr. HENRY BEVERLEY, of the Bengal Civil Service, has been appointed a Judge of the High Court of Judicature at Calcutta, on the resignation of Mr. Justice Maclean.

Sir JOHN LAMBERT, K.C.B., who has been appointed a Member of the Privy Council, in recognition of his recent public services as Chairman of

the Boundary Commission, is the son of Mr. Daniel Lambert, of Millford Hall, Salisbury, and was born in 1815. He was admitted a solicitor about the year 1838, and he practised for several years at Salisbury, of which city he was mayor in 1854. He was one of the inspectors of the Poor Law Board from 1856 till 1867, when he was appointed receiver of the Metropolitan Common Poor Law Fund. He became permanent secretary to the Poor Law Board in 1871, and he retired from the public service in 1883. He was created a Civil Knight Commander of the Order of the Bath in 1879.

Mr. FREDERICK JOHN WOOD, barrister, LL.D., has been elected Chairman of Convocation for the University of London. Mr. Wood was educated at University College, and graduated LL.D. in 1848. He was called to the bar at Lincoln's-inn in Michaelmas Term, 1843, and he practises as an equity draftsman and conveyancer.

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

May 7.—*Bill Read a Third Time.*

PRIVATE BILL.—Oxford Corporation Water.

May 8.—*Bills Read a Third Time.*

PRIVATE BILLS.—Northern Railway of Buenos Ayres Company; Ward's City of London School for Girls.

May 11.—*Bill Read a Third Time.*

PRIVATE BILL.—Manchester City Extension.

May 12.—*Bills Read a Second Time.*

PRIVATE BILLS.—Neath Water; Guiseley, Yeadon, and Rawdon Railway.

Submarine Telegraph Cables.

Metropolitan Streets Act (1867) Extension.

Bill in Committee.

Highways.

Bills Read a Third Time.

PRIVATE BILLS.—Columbia Market and Railways; Penwortham Bridge; Manchester Ship Canal; Caterham Spring Water (Amendments).

HOUSE OF COMMONS.

May 6.—*Bill in Committee.*

Registration (Occupation Voters).

Bill Read a Third Time.

Burial Boards (Contested Elections).

May 7.—*Bills in Committee.*

Registration (Occupation Voters).

East India Unclaimed Stocks.

Bills Read a Third Time.

PRIVATE BILLS.—Didcot, Newbury, and Southampton Railway; Metropolitan Railway; Southport and Cheshire Lines Extension Railway; Stalybridge Gas Transfer; Tilbury and Gravesend Tunnel Junction Railway (Abandonment).

May 11.—*Bills Read a Second Time.*

PRIVATE BILLS.—Albert Palace Association; Foundling Hospital; Metropolitan Outer Circle Railway; Greenwich and Millwall Subway.

Bills Read a Third Time.

PRIVATE BILLS.—Great Western Railway; Latimer-road and Acton Railway; Great Northern Railway (Various Powers); Hull, Barnsley, and West Riding Junction Railway and Dock; Lancashire and Yorkshire Railway; Lincoln Corporation Gas Purchase; London and South-Western Railway (Various Powers); Whitehaven Town and Harbour. Redistribution.

May 12.—*Bill in Committee.*

Consolidated Fund (No. 3).

LEGAL NEWS.

Mr. Chamberlain, replying to a communication from Mr. Thomas Harrow, of Birmingham, says the returns show that the operation of the Bankruptcy Act has been even more successful than he anticipated. He has no reason to believe that the number of private arrangements has very materially increased, but, even if that were the case, there would be no objection under the existing law, since opposition by a single creditor can bring an estate into bankruptcy; and, if all the creditors of a debtor are agreed to release him from his obligations, there is no reason why they should be prevented from making such an arrangement.

In pursuance of the rules, the following gentlemen will retire from the Bar Committee on the 6th of June next, but are eligible for re-election—viz.: Mr. J. R. Bulwer, Q.C., M.P., Mr. A. Charles, Q.C., and Messrs. C. Baggallay, R. A. Bayford, J. Beaumont, H. B. Buckley, E. W. Byrne, G. Farwell, T. C. Hedderwick, H. Jeffreys, M. Ingle Joyce, T. N. Lawrence, G. Pitt-Lewis, W. C. Renshaw, E. P. Wolstenholme, and W. C. Smyly. Candidates for vacancies on the committee must be proposed in writing, such writing to be signed by at least ten barristers, which must be sent in to the hon. secretary, Mr. S. Lofthouse, Farrar's-buildings, Temple, on or before Saturday next, the 16th inst. Proposal forms can be had on application.

At the Westminster Police Court on Tuesday, Mr. Douglas Walker,

barrister, attended on behalf of the London School Board to support a test case, the Board asking for an order of committal against a parent without the issue of a distress warrant in the first instance. The summons was against a labourer in receipt of 25s. a week, and it was proved that his three children, aged respectively, 12, 10, and 7, were neglected, the two elder ones being only in the second standard, and the youngest in "no standard." There had been two previous summonses, and the last fine was not paid until after a distress warrant was issued. Mr. Partridge for the neglect now proved imposed a penalty of 3s. and costs, but refused to sanction immediate commitment. Mr. Walker pointed out that the Legislature gave magistrates a discretionary power in the School Board Acts. In this case the Board visitor had made an inventory of the defendant's effects, and the result of a distress would be ruinous. Mr. Partridge said a very large question was opened up. Having regard to the provisions of the Summary Jurisdiction Act, magistrates ought to be very slow to issue commitments till they were satisfied by indisputable evidence that a fine was not likely to be paid. In this case it was not shown that a distress would be ruinous, because on a previous occasion a distress warrant had produced the money. If School Board officers had to give evidence as to what a distress was likely to realize it would make them arbiters, and place them in a very invidious position. A good deal of their former unpopularity had happily died out, but the old bitterness would be intensified if visitors were to act as "inquisitors" and pry into persons' rooms to see if their little stock of furniture would satisfy a fine and costs. Mr. Walker remarked that the School Board were desirous of simplifying their machinery, and wished their powers administered in the best possible way, so that the children were sent to school. Mr. Partridge observed that, as a magistrate, he regarded it as a misfortune that the Small Penalties Act was repealed. It worked very well indeed, and no magistrate who knew his business thought of committing a man to prison under its powers merely because he was unable to pay. The Summary Jurisdiction Act sometimes placed magistrates in a very difficult position. On the application of counsel for the School Board, his Worship granted orders for immediate distress in several cases where fines were imposed.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	V. C. BACON.	Mr. Justice KAY.
Mon., May 18	Mr. Merivale	Mr. Beal	Mr. Clowes	Mr. King
Tuesday .. 19	King	Farrer	Koe	Merivale
Wednesday .. 20	Farrer	Beal	Clowes	King
Thursday .. 21	Beal	Farrer	Koe	Merivale
Friday .. 22	Ward	Beal	Clowes	King
		Mr. Justice CHITTY.	Mr. Justice NORTH.	Mr. Justice PEARSON.
Monday, May .. 18	Mr. Pemberton	Mr. Carrington	Mr. Lavie	
Tuesday .. 19	Ward	Jackson	Pugh	
Wednesday .. 20	Pemberton	Carrington	Lavie	
Thursday .. 21	Ward	Jackson	Pugh	
Friday .. 22	Pemberton	Carrington	Lavie	

The Whitsun Vacation will commence on Saturday, the 23rd day of May, and terminate on Tuesday, the 26th day of May, 1885, both days inclusive.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AMERICAN, BRITISH, AND CONTINENTAL CABLE COMPANY, LIMITED.—Petition for winding up, presented May 6, directed to be heard before Kay, J., on May 16. Foss and Ledham, Abchurch lane, solicitors for the petitioner.

CLAYTON MILL MANUFACTURING COMPANY, LIMITED.—Petition for winding up, presented May 4, directed to be heard before Pearson, J., on Saturday, May 16. Pritchard and Co, Little Trinity lane, agents for Costeker, Darwen, solicitor for the petitioners.

[Gazette, May 8.]

BRITISH SEAMAN AND PILOTS' GUARDIAN COMPANY, LIMITED.—By an order made by Kay, J., dated May 2, it was ordered that the company be wound up. Grundy and Co, Budge row, agents for Wilson and Lawton, Manchester, solicitors for the petitioner.

ICELAND SULPHUR AND COPPER COMPANY, LIMITED.—Bacon, V.C., has by an order, dated April 15, appointed John Folland Lovering, 77, Gresham st, to be official liquidator. Creditors are required, on or before June 24, to send their names and addresses, and the particulars of their debts or claims, to the above.

Monday, July 6, at 12, is appointed for hearing and adjudicating upon the debts and claims.

MILLERS DALE AND ASHWOOD DALE LIME COMPANY, LIMITED.—Petition for winding up, presented April 23, directed to be heard before Bacon, V.C., on the first petition day in Trinity Sittings. Pritchard and Co, Painters' Hall, agents for Boote and Edgar, Manchester, solicitors for the petitioners.

[Gazette, May 12.]

UNLIMITED IN CHANCERY.

EIGHTH EAST CENTRAL BENEFIT BUILDING SOCIETY.—By an order made by Bacon, V.C., dated May 2, it was ordered that the society be wound up. Phelps and Co, Gresham st, solicitors for the petitioners.

FIFTH EAST CENTRAL BENEFIT BUILDING SOCIETY.—By an order made by Bacon, V.C., dated May 2, it was ordered that the society be wound up. Phelps and Co, Gresham st, solicitors for the petitioners.

FOURTH EAST CENTRAL BENEFIT BUILDING SOCIETY.—By an order made by Bacon, V.C., dated May 2, it was ordered that the society be wound up. Phelps and Co, Gresham st, solicitors for the petitioners.

NINTH EAST CENTRAL BENEFIT BUILDING SOCIETY.—By an order made by Bacon, V.C., dated May 2, it was ordered that the society be wound up. Phelps and Co, Gresham st, solicitors for the petitioners.

TENTH EAST CENTRAL BENEFIT BUILDING SOCIETY.—By an order made by Bacon, V.C., dated May 2, it was ordered that the society be wound up. Phelps and Co, Gresham st, solicitors for the petitioners.

PLYMOUTH, DEVONPORT, AND DISTRICT TRAMWAYS COMPANY.—By an order made by Chitty, J., dated May 2, it was ordered that the company be wound up. Wilkins and Co, Gresham House, solicitors for the company.

TENTH EAST CENTRAL BENEFIT BUILDING SOCIETY.—By an order made by Bacon, V.C., dated May 2, it was ordered that the society be wound up. Phelps and Co, Gresham st, solicitors for the petitioners.

WORKINGTON BONDED WAREHOUSE AND CARRYING COMPANY.—Petition for winding up, presented May 8, directed to be heard before Pearson, J., on June 6. Speechley and Co, New inn, agents for Paisley and Falcon, Workington, solicitors for the petitioners.

[Gazette, May 12.]

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BRIGGS BROTHERS AND COMPANY, LIMITED.—The Vice-Chancellor has, by an order dated April 14, appointed John Holroyd, Ending, near Rochdale, to be official liquidator. Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to the above.

Monday, June 15 at 11.30, is appointed for hearing and adjudicating upon the debts and claims.

[Gazette, May 8.]

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

OWEN VEAN AND TREGUTHIA DOWNS MINES, LIMITED.—Petition for winding up, presented May 2, directed to be heard before the Vice-Warden at the Prince's Hall, Truro, on Tuesday, May 19, at 11. Cook, Truro, agent for Snell and Co, George st, Mansion House.

[Gazette, May 8.]

FRIENDLY SOCIETIES DISSOLVED.

ROCHDALE BOROUGH BAND CLUB, Band Room, South lane, Union st, Rochdale, Lancashire. May 8.

[Gazette, May 12.]

SUSPENDED FOR THREE MONTHS.

PERSEVERANCE SICK AND BURIAL SOCIETY, Pitt and Nelson Inn, Ashton under Lyne, Lancashire. May 6.

PILSEY FRIENDLY SICK SOCIETY, Commercial Hotel, Pilsley, Chesterfield, Derby. May 6.

[Gazette, May 8.]

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.

LAST DAY OF PROOF.

AARONSON, HYMAN, King's rd, Chelsea. May 21. Aaronson v Kesner, Bacon, V.C. Graham, Chancery lane.

BRIGGS, JOSEPH, Ulverston, Lancashire. May 18. Sherman v Park, Registrar, Preston District. Mansfield, Barrow in Furness.

BUTWELL, VINCENT, Hull, Gent. May 21. Todd v Cook, Bacon, V.C. Thomson, Cornhill.

DAISTY, GEORGE GOODALL, Rugby, Warwick, Solicitor. May 26. Lloyds Banking Company, Limited v Gregory, Chitty, J. Jackson, Essex st, Strand.

HARRISON, LIEUT.-COLONEL FREDERIC DONNELLY, Gurjat, Punjab, India. June 1. Harrington v Forbes, Kay, J. Loughborough and Co, Austin Friars.

PICKLES, DAVID, Leeds, Gent. May 30. Bailes v Pickles, Bacon, V.C. Middleton, Leeds.

TOOMER, REBECCA, Southampton. June 1. Hughes v Bennett, Pearson, J. Paris, Southampton.

[Gazette, May 1.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

ADAMS, JOAN, Yardley, Worcester, Yeoman. June 1. Beale and Co, Birmingham.

ALLDER, THOMAS, Burnham, Bucks. May 14. Poyser, Gt James st, Bedford row.

BARETTI, Mary Julia, Clifton, Bristol. June 22. Store and Co, Bath.

BROWN, JOHN HOWE, Sandown, Isle of Wight, Gent. June 30. Woolley and Hughes, Gt Winchester st, Old Broad st.

BURNER, GEORGE, Kingsbridge, Devon, Bootmaker. May 16. Hurrell, Kingsbridge.

CAMPBELL, CHARLES SUTTON, Mark lane, Wine Merchant. May 30. Walls and Co, Queen Victoria st.

CARTER, AMELIA, Sandown, Isle of Wight. June 30. Woolley and Hughes, Gt Winchester st, Old Broad st.

CARWARDINE, THOMAS JAMES, Kimbolton, Hereford, Gent. June 5. Lloyd and Son, Leominster.

COTTELL, JOHN CHARLES, Ingatstone, Essex, Esq. June 1. Hores and Paterson, Lincoln's inn fields.

COTTIER, EMILY JANE, Liverpool. June 7. Brommer and Co, Liverpool.

CHAVEN, WILLIAM, Halifax, Esq. July 1. Emmet and Walker, Halifax.

DABY, CHARLES EDWARD, Brymbo, Denbigh, Esq. June 24. James and James, Wrexham.

DABY, WILLIAM HENRY, Brymbo, Denbigh, Esq. June 24. James and James, Wrexham.

DAWSON, HUGH, St Leonards on Sea, Esq. June 1. Dawson, Hastings.

DEURY, ELIZA, Old Windsor, Berks. May 30. Woolley and Hughes, Gt Winchester st, Old Broad st.

DUGGAN, DANIEL JOHN, Edith rd, West Kensington, Doctor of Medicine, C.B. May 20. Nees, Lincoln's inn fields.

FALCONER, MARY, Rosherville, nr Gravesend. June 24. Kingsford and Co, Essex st, Strand.

FRASER, DONALD, Chorlton upon Medlock, Manchester, Coal Merchant. June 20. Chorlton, Manchester.

GABRIEL, ALICE, Chaderton, nr Oldham. May 29. Cobbett and Co, Manchester.

HARDING, CHARLOTTE ELIZA, St Asaph, Flint. May 31. Trafford and Cook, Northwich.

HEATHCOTT, ROBERT, Altrincham, Chester, Canal Manager. June 29. Clay and Son, Manchester.

HIGGINS, GEORGE, Bedford, Common Brewer. June 30. Sharnan and Small, Bedford.

JACKSON, GEORGE, Rotherham, York, Gent. June 24. Alderson and Co, Sheffield.

JACKSON, THOMAS, Dunnington, Warwick, Wheelwright. June 18. Slatter and Co, Stratford upon Avon.

JOBBERNS, JOHN, King's Bromley, Stafford. June 1. Cox, Backhurst, Tunbridge Wells.

JOHNSON, EDWARD, Chester le Street, Durham, Esq. June 24. Francis and Francis, Cambridge.

JONES, MARGARET, Clifton, Bristol. May 27. Bush and Bush, Bristol.

PENNY, JOHN, Chetwode, Dorset, Esq. June 1. Plocks, Sherborne.

POOLE, MATTHEW CONWAY, Harrow on the Hill, Esq. June 15. Croese and Sons, Lancaster pl, Strand.

PERSTON, WILLIAM BROOKE, Batley, York, Salesman. May 31. Brearley, Batley.
 RAVEN, GEORGE, Purleigh, Essex, Farmer. June 1. Crick and Freeman, Maldon.
 ROBERTS, JOHN ASKEW, Oswestry, Salop, Gent. June 10. Minshalls and Parry-Jones, Oswestry.
 ROGERS, JOHN, Maldon, Essex, Accountant. June 24. Crick and Freeman, Maldon.
 ROPER, THOMAS, Clifton rd, Marylebone, Esq. June 1. Lawrence and Co, Old Jewry chambers.
 ROPER, WILLIAM JOHN DUFF, Eton College, Buckingham, Esq. June 1. Lawrence and Co, Old Jewry chambers.
 SPRAKE, SHADRACH, Darlaston, Stafford, Gent. June 1. Slater and Marshall, Buxcroft.
 SPENCER, DANIEL, Smithy Bridge, Lancaster. June 8. Cobbett and Co, Manchester.
 ASHTON, SAMUEL, Tolham, Battle, Sussex, Esq. June 10. [Gazette, May 1.]
 AUSTIN, MARGARET, Carlisle, Rag Merchant. June 20. Donald and Ostell, Carlisle.
 BAKER, MARY ANN, Spring grove, Isleworth. June 30. Shearman, Gresham st.
 BLISS, JOHN EDWARD, Cambridge, Photographer. May 31. Ginn and Matthew, Cambridge.
 BROWN, MARGARET ELIZABETH, Holland Park. May 30. Mackrell and Co, Cannon st.
 CAMPBELL, CATHERINE VIRGINIA D'ESTE, Lordship lane, Dulwich. June 24. Lambert and Shakespear, John st, Bedford row.
 CLARKE, THOMAS, Sunderland, Joiner. May 18. Dixon and Co, Sunderland.
 CORBOLD, GEORGE HENRY, Derby, Lieutenant. June 15. Westhrop, Ipswich.
 COOKE, HENRY FREDERICK, Garston, Lancaster, Beerhouse Keeper. July 1. Heywood and Son, Manchester.
 DAVIES, JULIA MARIA, Reading, Berks. June 30. Dryland, Reading.
 DRAPER, JOHN PETTY, Chipping Norton, Oxford, Baker. June 1. Wilkins, Chipping Norton.
 DUCKETT, HENRY, Embsey, York, Cartwright. Aug 1. Heells and Thompson, Skipton.
 FLEKMAN, JOHN, Kippax, York, Grocer. June 1. Foster and Raper, Pontefract.
 GILNEY, ELLEN, Romford, Essex. June 6. Hunt and Co, St. Swithin's lane.
 GILNEY, GEORGE KING, Romford, Essex, Corn Merchant. June 6. Hunt and Co, St. Swithin's lane.
 GLOVER, TERROT, South Shields, Gentleman. July 21. Rennoldson, South Shields.
 GREEN, SAMUEL, Pontefract, York. June 1. Foster and Raper, Pontefract.
 GRIFFITH, CHRISTOPHER DAREY, Reading, Berks, Esq. June 20. Lambert, Bedford row.
 GRIMSHAW, WILLIAM, Sheffield, Watchmaker. June 8. Taylor, Sheffield.
 HALL, LEONARD, Heckley, Gentleman. July 2. Taylor, Sheffield.
 HIPPLEY, JOHN, jun., Stone Easton, Somerset, Esq. June 24. Inman and Co, Bath.
 HOOKEM, JOHN, Kingston upon Hull, Carman. June 6. Watson and Co, Hull.
 HOWES, ANN, Croydon, Surrey. May 30. Rowland, Croydon.
 INGLEFIELD, FRANCIS HALLOWELL, Munster House, Fulham, Major. May 30. Bowlings and Co, Essex st, Strand.
 JOHNSON, MARY ANN, Kent. July 1. Wake and Co, Sheffield.
 KERNICK, AGNES, Mutfley, Devon. June 1. Wedlake and Co, Serjeants' Inn Temple.
 KEY, GEORGE, Saint Lawrence Hall, Maldon, Essex. May 30. Rowland, Croydon.
 LINGARD, JOSHUA, Ashton under Lyne, Innkeeper. July 1. Gartside and Robinson, Ashton under Lyne.
 MIDDLETON, WILLIAM, Stockfield Park, near Wetherby, York. July 15. Bromet and Co, Tadcaster.
 MUNFORD, Rev. JOHN NOON, Mabe, Cornwall. June 24. Palmer and Co, Truro.
 MURFIN, THOMAS HENRY, Great Staughton, Huntingdon, Brewer. June 30. Palmer and Co, Trafalgar sq.
 NEILSON, JOHN GREENSHIELDS, New Basinghall street, Merchant. June 30. Shearman, Gresham st.
 OLIVER, HARRIETT, London rd, Twickenham. June 15. Watson, Gracechurch st.
 PAINE, JOHN, Walsall, Stafford, Harness Furniture Manufacturer. Aug 10. Wilkinson and Co.
 PRADOCK, ROBERT, Bradford, York, Boot and Shoe Maker. June 8. Beverley and Freeman, Bradford.
 PHILLIPS, EDWARD, Gelligaer, Glamorgan, Farmer. July 1. Shirley and Sons, Cardiff.
 PIGOTT, Rev. RICHARD PAYNTER, Basingstoke, Hants. June 13. Walker and Co, Theobald's rd, Gray's inn.
 PLINCKE, FREDERICK, Reigate, Surrey, Gentleman. June 15. Watney and Co, Clement's lane.
 READE, THOMAS FELLOWES, Merton villas, Upper Norwood. June 11. Roberts, Vetchin bldg, Gray's inn.
 REDFERN, REUBEN, Meltham, near Huddersfield, Butcher. June 15. Laycock and Co, Huddersfield.
 SMITH, GEORGE, Sheffield, Spring Knife Grinder. June 8. Taylor, Sheffield.
 STANWELL, THOMAS, Burnham, Bucks, Farmer. June 1. Charley, Beaconsfield.
 THOMAS, MARGARET, Penycae, Llanfathin, Anglesey. May 16. Turner and Co, Carnarvon.
 TONKINS, HARRY, Compton rd, Highbury. May 30. Clarke and Co, Lincoln's inn fields.
 WADDINGTON, NICHOLAS, Accrington, Lancaster, Wholesale Draper. June 4. Hall and Co, Accrington. [Gazette, May 5.]

SALES OF ENSUING WEEK.

May 19.—Messrs. DERRHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, April 25, p. 4).
 May 19.—Messrs. FAREBROTHER, ELLIS, CLARK, & Co., at the Mart, at 2 p.m., Freehold Properties (see advertisement, May 2, p. 4).
 May 20.—Messrs. EDWIN FOX & BOUNFIELD, at the Mart, at 2 p.m., Freehold Building Estate (see advertisement, May 4, p. 4).
 May 21.—Messrs. BLADEL & Co., at the Mart, at 1 p.m., Freehold Property and Shares (see advertisement, May 2, p. 4).
 May 22.—Messrs. DERRHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Leasehold Properties (see advertisement, May 2, p. 5).
 May 22.—Messrs. PHILLIPS, LEA, & DAVIES, at the Mart, at 2 p.m., Freehold Property (see advertisement, May 2, p. 5).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHERRAS.—May 4, at Greenhill, Hamilton, Canada, the wife of Peter D. Cherras, M.A., barrister-at-law, of a daughter.
 FOOTES.—May 8, at 40, Palace-garden-terrace, Kensington, the wife of J. Alderson Footes, barrister-at-law, of a son (dead).

HEWITT.—May 10, at Alderlea, Muswell-hill, the wife of Thomas Hewitt, solicitor, of a daughter.

MARRIAGE.

LATHAM—ROBINSON.—March 28, at Shanghai, China, Thomas Latham, barrister-at-law, to Edith, daughter of Alfred M. Robinson, of Shanghai.

DEATH.

CAMPBELL.—May 8, at Tonbridge, Bruce Campbell, barrister-at-law, aged 45.

LONDON GAZETTES.

THE BANKRUPTCY ACT, 1883.

FRIDAY, May 8, 1885.

RECEIVING ORDERS.

Adams, Charles Michael, Birmingham, Pawnbroker. Birmingham. Pet May 5. Ord May 5. Exam June 9 at 2.
 Barber, John Sutton, Lichfield, Gent. Walsall. Pet Apr 24. Ord May 4. Exam June 3.
 Bartlett, Levi, Weymouth, Dorsetshire, Builder. Dorchester. Pet May 6. Ord May 6. Exam May 21 at 1.30 at County Hall, Dorchester.
 Brady, Arthur Gibbons, Kingston upon Hull, Black Lead Manufacturer. Kingston upon Hull. Pet May 1. Ord May 5. Exam June 1 at 2 at Court House, Townhall, Hull.
 Brettell, Walter, Hartlepool, Jeweller. Sunderland. Pet May 5. Ord May 5. Exam May 14.
 Burgess, Charles, Wigan, Draper. Wigan. Pet May 5. Ord May 5. Exam May 19 at 11.30.
 Chua, Giuseppe, Cheltenham, Confectioner. Cheltenham. Pet May 4. Ord May 2. Exam June 5 at 12.
 Cocker, Samuel, Southampton bldgs, Chancery lane. High Court. Pet Apr 2. Ord May 5. Exam June 10 at 11 at 34, Lincoln's inn fields.
 Connolly, Thomas, Birmingham, Tailor. Birmingham. Pet May 6. Ord May 6. Exam June 4 at 2.
 Darbyshire, John, Wigan, Wringing Machine Maker. Wigan. Pet May 6. Ord May 6. Exam May 19 at 2.30.
 Davis, Ebenezer, Cowbridge, Glamorganshire, Stationer. Cardiff. Pet May 4. Ord May 6. Exam June 11 at 2.
 Flowers, Frank, Shaldon, Devonshire, General Dealer. Exeter. Pet Apr 20. Ord May 4. Exam May 21 at 11.
 Fowler, Henry William, Plaistow, Essex, Salt Merchant. High Court. Pet May 6. Ord May 6. Exam June 12 at 11 at 34, Lincoln's inn fields.
 French, William Rogers, Winchester, Dealer in Horses. Winchester. Pet May 2. Ord May 2. Exam June 10.
 Hayward, James Prince, Banbury, Oxfordshire, Coachbuilder. Banbury. Pet May 5. Ord May 5. Exam June 16.
 Hearfield, James, Darlington, French Polisher. Stockton on Tees and Middlesborough. Pet May 5. Ord May 5. Exam May 15.
 Howgate, John, and William Talbot, Dewsbury, Yorks, Woollen Manufacturers. Dewsbury. Pet May 4. Ord May 4. Exam May 27.
 Hyde, Mary Ann, Dodworth rd, Barnsley, Bleacher and Dyer. Barnsley. Pet May 4. Ord May 4. Exam June 4 at 11.30.
 Ingham, John, Atherstone, Warwickshire, Tip Printer. Birmingham. Pet May 4. Ord May 4. Exam June 4.
 Levy, Simon, Salford, Manchester, Tailor. Salford. Pet April 23. Ord May 6. Exam May 20 at 2.
 Lindo, David, South st, Finsbury, West India Merchant. High Court. Pet May 4. Ord May 4. Exam June 11 at 11 at 34, Lincoln's inn fields.
 Lovett, George, jun, Nottingham, Waiter. Nottingham. Pet May 4. Ord May 4. Exam May 19.
 Lowther, Horace, Ventnor, Isle of Wight, Doctor of Medicine. Newport and Pwllheli. Pet May 5. Ord May 5. Exam June 3 at 10 at Townhall, Newport.
 Manning, Thomas, Spitalfields Market, Middlesex, Potato Salesman. High Court. Pet May 6. Ord May 6. Exam June 18 at 11 at 34, Lincoln's inn fields.
 Mason, Ellen, Boyle st, Saville row, Old Burlington st, Lodging House Keeper. High Court. Pet May 5. Ord May 5. Exam June 11 at 11.30 at 34, Lincoln's inn fields.
 Morgan, Evan, Newton, Montgomeryshire, Bootmaker. Newtown. Pet May 4. Ord May 4. Exam May 13.
 Nuttall, Thomas, Bolton, Lancashire, Pie Maker. Bolton. Pet May 5. Ord May 5. Exam May 18 at 11.
 Phillips, Hubert, Gloucester, Grocer. Gloucester. Pet May 6. Ord May 6. Exam June 9.
 Price, Lewis Charles, Blackwood, Mon., Grocer. Tredegar. Pet May 4. Ord May 4. Exam May 26 at 10.30 at County Court Office, Tredegar.
 Proudlove, George, Huncoat, nr Accrington, out of business. Oldham. Pet May 4. Ord May 4. Exam May 19 at 1.
 Richter, Frederick William, Prince's sq, St. George's-in-the-East, Steward to a club. High Court. Pet May 6. Ord May 6. Exam June 18 at 11 at 34, Lincoln's inn fields.
 Robinson, Martha, Whittlesey, Cambridgeshire, Innkeeper. Peterborough. Pet Apr 25. Ord May 5. Exam May 26 at 1.30.
 Schawlow, Colman, Treforest, nr Pontypridd, Furniture Dealer. Cardiff. Pet May 5. Ord May 5. Exam June 11 at 2.
 Scutt, Thomas Henry, Preston, Sussex, Builder. Brighton. Pet May 6. Ord May 6. Exam May 28 at 12.
 Taiton, Robert, Commercial rd, Stepney, Grocer. High Court. Pet May 4. Ord May 4. Exam May 19 at 1.
 Taiton, Robert, Whitby, Jet Ornament Manufacturer. Stockton on Tees and Middlesborough. Pet May 5. Ord May 5. Exam May 15.
 Tremble, Benjamin, Carlisle, Provision Merchant. Carlisle. Pet May 6. Ord May 6. Exam May 20 at 11 at Court House, Carlisle.
 Waterhouse, Robert, Leeds, Confectioner. Leeds. Pet May 6. Ord May 6. Exam May 12 at 11.
 Watson, John, North Shields, Innkeeper. Newcastle on Tyne. Pet May 5. Ord May 5. Exam May 19.
 Weston, Francis, Cardiff, Fancy Goods Dealer. Cardiff. Pet May 5. Ord May 5. Exam June 11 at 2.
 Whittles, Charles Woolfry, Willoughby rd, Hampstead, Commercial Traveller. High Court. Pet May 5. Ord May 5. Exam June 9 at 11.30 at 34, Lincoln's inn fields.
 Wheatley, Isaac Robert, Sawtry St. Andrew, Huntingdonshire, Publican. Peterborough. Pet May 4. Ord May 4. Exam May 26 at 1.
 White, William, Sheffield, Silver Plate Manufacturer. Sheffield. Pet May 4. Ord May 5. Exam May 28 at 11.30.
 Whitley, James William, Boot Manufacturer. Leeds. Pet May 6. Ord May 6. Ord May 6. Exam May 12 at 11.
 Woodhouse, George Henry, Brighouse, Yorks, Beerhouse Manager. Halifax. Pet May 5. Ord May 5. Exam June 16.

FIRST MEETINGS.

Adams, Charles Michael, Birmingham, Pawnbroker. May 19 at 11. Official Receiver, Birmingham.
 Adamson, Henry, Fenchurch st. May 18 at 11. 33, Carey st, Lincoln's inn.
 Andrews, Frederick George, Canterbury, Dairyman. May 22 at 10. 38, St George's st, Canterbury.
 Arrowsmith, John William, Hereford sq, Gloucester rd, Captain in Her Majesty's Army. May 15 at 2. Bankruptcy bldg, Portugal st, Lincoln's inn fields.

Barber, John Sutton, Lichfield, Gentleman. May 18 at 3. Official Receiver, Walsall.

Brady, Arthur Gibbons, Kingston on Hull, Blacklead Manufacturer. May 19 at 2. Hall of Hull Incorporated Law Society, Lincoln's inn bldgs, Bowalley lane, Hull.

Burgess, Charles, Wigan, Draper. May 19 at 10.30. County Court bldgs, Wigan.

Casson, Ezra, Stockport, Cheshire, Traveller. May 15 at 3.15. Official Receiver, County chbrs, Stockport.

Cima, Giuseppe, Cheltenham, Confectioner. May 15 at 2.30. County Court, Cheltenham.

Cliffe, Owen William, Harrow rd, Builder. May 18 at 2. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Collier, B. Clarges st, Piccadilly, Gent. May 18 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Copplestone, Matthews, Bridgewater, Somerset, Wine Merchant. May 16 at 11. Bristol Arms Hotel, Bridgewater.

Costam, John William, Sheffield, Potato Salesman. May 19 at 11. Official Receiver, Figtree lane, Sheffield.

Darbyshire, John, Wigan, Wringing Machine Maker. May 19 at 1.30. County Court bldgs, Wigan.

Ewens, Paul, Cheltenham, no occupation. May 15 at 3.30. County Court, Cheltenham.

Flowers, Frank, Shaldon, Devonshire, General Dealer. May 18 at 11. Castle of Exeter, Exeter.

French, William Rogers, Winchester, Horse Dealer. May 16 at 2. Official Receiver, 11, Jewry st, Winchester.

Garrett, Newton Dunnell, Poplar grove, West Kensington, Major in H M Army. May 15 at 11. 38, Carey st, Lincoln's inn.

Hacon, William Craske, Gt Yarmouth, Grocer. May 15 at 1.30. Official Receiver, King st, Norwich.

Harvey, Dobson William, Sheffield, Athletic Outfitter. May 19 at 3. Official Receiver, Figtree lane, Sheffield.

Hayward, James Prince, Banbury, Oxfordshire, Coachbuilder. May 19 at 11.30. Official Receiver, 1, St Aldates, Oxford.

Hyde, Mary Ann, Dodworth rd, Barnsley, Bleacher. May 20 at 11. County Court Hall, Barnsley.

Ingham, John, Atherstone, Warwickshire, Tip Printer. May 18 at 11. Official Receiver, Birmingham.

Johnson, Grace Clara, Ramsgate. May 22 at 3.30. 72, High st, Ramsgate.

King, Philip Markwell, Little Britain, Licensed Victualler. May 15 at 2. 38, Carey st, Lincoln's inn.

Kingston, John, Old Basford, Nottingham, Perambulator Manufacturer. May 15 at 12. Official Receiver, Exchange walk, Nottingham.

Lloyd, John, Bridgend, Glamorganshire, Chemist. May 15 at 12.30. Official Receiver, 2, Bute crescent, Cardiff.

Lovett, George, jun, Nottingham, Waiter. May 15 at 2. Official Receiver, Exchange walk, Nottingham.

Morgan, Evan, Newtown, Montgomeryshire, Bootmaker. May 8 at 1. Official Receiver, Llanidloes, Montgomeryshire.

Nuttall, Thomas, Bolton, Lancashire, Piemaker. May 19 at 11. 16, Wood st, Bolton.

Oxley, William, Ipswich, Fancy Draper. May 15 at 12.15. Official Receiver, 2, Westgate st, Ipswich.

Paver, Alfred, Mexborough, nr Rotherham, Painter. May 19 at 12. Official Receiver, Figtree lane, Sheffield.

Pittman, Henry, Salisbury, Coal Merchant. May 16 at 11.30. Official Receiver, Salisbury.

Price, Lewis Charles, Blackwood, Monmouthshire, Grocer. May 18 at 3.30. Official Receiver, Merthyr Tydfil.

Proudlove, George, Huncoat, nr Accrington, out of business. May 15 at 3. Official Receiver, Union st, Oldham.

Thorpe, Oliver, Chapeltown, nr Sheffield, Plainer. May 20 at 11.30. County Court Hall, Barnsley.

Tiden, Lorent, Queen Victoria st, Merchant. June 3 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

Tremble, Benjamin, Carlisle, Provision Merchant. May 20 at 12.30. Official Receiver, 3, Fisher st, Carlisle.

Upton, John Freshney, New Brighton, Draper. May 15 at 3. Official Receiver, Bank chbrs, Batley.

Waterhouse, Robert, Leeds, Confectioner. May 18 at 11. Official Receiver, 22, Park row, Leeds.

Watson, John, North Shields, Innkeeper. May 18 at 11. Official Receiver, County chbrs, Newcastle on Tyne.

Webber, John, St Austell, Cornwall, Baker. May 16 at 12. White Hart Hotel, St Austell.

Wheatley, Isaac Robert, Sawtry St Andrew, Huntingdonshire, Publican. May 26 at 12. County Court, Peterborough.

White, William, Sheffield, Silver Plate Manufacturer. May 19 at 1. Official Receiver, Figtree lane, Sheffield.

Williams, John, Chorlton-cum-Hardy, nr Manchester, Cloth Merchant. May 21 at 3. Official Receiver, Ogden's chbrs, Bridge st, Manchester.

Woodhouse, George Henry, Brighouse, Yorkshire, Beerhouse Manager. May 16 at 11. Official Receiver, Townhall chbrs, Halifax.

Yardley, Herbert Arthur, Holborn Viaduct Hotel, Hotel Proprietor. May 15 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.

ADJUDICATIONS.

Angus, John, Newcastle on Tyne, out of business. Newcastle on Tyne. Pet April 29. Ord May 5.

Breslauer, Louis, Gracechurch st, Ship Broker. High Court. Pet Feb 13. Ord May 6.

Burslem, G. O., Great Vine st, Regent st, Gent. High Court. Pet March 9. Ord May 6.

Carlton, Carlton Watson, Chalfont St Peters, Buckinghamshire, Gent. Windsor. Pet Feb 13. Ord May 4.

Cima, Giuseppe, Cheltenham, Cook. Cheltenham. Pet May 4. Ord May 6.

Clegg, John, and James Clegg, Heywood, Lancashire, Drysalers. Bolton. Pet March 26. Ord April 1.

Darbyshire, John, Wigan, Wringing Machine Maker. Wigan. Pet May 6. Ord May 6.

Davies, John, and Shadrach Davies, Swansea, Chainmakers. Swansea. Pet April 16. Ord May 4.

Davis, Benn, Cork st, Burlington gds, Solicitor. High Court. Pet March 23. Ord May 6.

Deere, Thomas Clayton, Staines rd, Hounslow, Brewer. High Court. Pet March 26. Ord May 6.

Fowler, Henry William, Plaistow, Essex, Salt Merchant, High Court. Pet May 6. Ord May 6.

Glickstein, Nathan, Ashwin st, Dalston, Cabinet Maker. High Court. Pet April 13. Ord May 4.

Goodwin, A. L., Queen's rd, New Cross Gate, Draper. High Court. Pet March 6. Ord May 6.

Greenner, Josiah William, Deptford, Kent, Fruiterer. Greenwich. Pet April 16. Ord May 6.

Harrison, Alfred, Liverpool, Solicitor. Liverpool. Pet Feb 12. Ord May 5.

Heardfield, James, Darlington, French Polisher. Stockton on Tees and Middlesborough. Pet May 5. Ord May 5.

Hogan, Joseph, Birmingham, Clothier. Birmingham. Pet March 24. Ord May 4.

Kelly, Rachael, High rd, Kilburn, Dealer in Berlin Wool Goods. High Court. Pet April 8. Ord May 5.

Lloyd, John, Bridgend, Glamorganshire, Chemist. Cardiff. Pet April 10. Ord May 5.

Lowther, Horace, Ventnor, Isle of Wight, Doctor of Medicine. Newport and Ryde. Pet May 5. Ord May 5.

Mallorie, John William, Starbeck, nr Harrogate, Coal Agent. York. Pet April 20. Ord May 5.

Mitchell, Isaac, Bradford, Yorks, Grocer. Bradford. Pet April 18. Ord May 4.

Nuttall, Thomas, Bolton, Lancashire, Pie Maker. Bolton. Pet May 5. Ord May 5.

Phillips, Hubert, Gloucester, Grocer. Gloucester. Pet May 6. Ord May 6.

Phillips, James, Monkton, Pembrokeshire, Farmer. Pembrokeshire. Pet Apr 13. Ord May 2.

Sawyer, John William, Arthur st, West, Builder. High Court. Pet Feb 14. Ord May 6.

Speight, William, Northampton sq, Clerkenwell, Manufacturing Jeweller. High Court. Pet Mar 31. Ord May 6.

Spinks, Frederick, Sheffield, Furniture Dealer. Sheffield. Pet Apr 20. Ord May 5.

Steggalls, Frederick, Finnerham, Suffolk, Innholder. Bury St Edmunds. Pet Apr 28. Ord May 5.

Tatton, Robert, Commercial rd, Stepney, Grocer. High Court. Pet May 4. Ord May 4.

Truffles, Matthew, Whitby, Jet Ornament Manufacturer. Stockton on Tees and Middlesborough. Pet May 5. Ord May 5.

Wade, George, Sheffield, Smallware Dealer. Sheffield. Pet Apr 22. Ord May 5.

Webber, John, St Austell, Cornwall, Baker. Truro. Pet May 2. Ord May 5.

Wheatley, Isaac Robert, Sawtry St Andrew, Huntingdonshire, Publican. Peterborough. Pet May 4. Ord May 6.

The following amended notice is substituted for that published in the London Gazette of May 5.

Bowles, James, Alkaliirk Fen, Lincolnshire, Farmer. Boston. Pet Mar 25. Ord May 2.

TUESDAY May 12, 1885.

RECEIVING ORDERS.

Allbridge, John, jun, and Samuel Allbridge, Birmingham, Nail Manufacturers. Birmingham. Pet May 7. Ord May 7. Exam June 9 at 2.

Bennett, Charles Robert, Portakewett, Mon, Baker. Newport, Mon. Pet May 9. Ord May 9. Exam May 22 at 11.

Day, William Frederick, Reading, Hosier. Reading. Pet May 6. Ord May 7. Exam June 18 at 2, at Assize Courts, Reading.

Dickinson, Charles, and Peter Dickinson, Manchester, Master Porters. Manchester. Pet Apr 22. Ord May 7. Exam June 8 at 2.

Elderton, Arthur, Paignton, Devonshire, Major-General. Exeter. Pet May 7. Ord May 7. Exam May 21 at 11.

Freudentheil, Alfred Graves, Great St. Helen's, Commission Merchant. High Court. Pet May 6. Pet May 8. Exam June 12 at 11, at 34, Lincoln's inn fields.

Gate, Robert, Dewsbury, Yorks, Brush Maker. Dewsbury. Pet May 7. Ord May 7. Exam May 27.

Greening, Ada Elizabeth, Bristol, Milliner. Bristol. Pet May 9. Ord May 9. Exam June 5 at 12, at Guildhall, Bristol.

Hewitt, John Massey, Manchester, Estate Agent. Manchester. Pet Apr 23. Ord May 7. Exam June 8 at 2.

Johnson, Samuel Herbert, Leamington, Butcher. Warwick. Pet May 7. Ord May 7. Exam May 19.

Knott, James Luther, Ashton under Lyne, Milliner. Ashton under Lyne and Lodge, Edward, address unknown, Journalist. High Court. Pet Apr 21. Ord May 8. Exam June 11 at 12, at 34, Lincoln's inn fields.

Mason, William, Stamford Bridge, Yorks, Draper. York. Pet May 6. Ord May 7. Exam May 29 at 11, at Guildhall, York.

Meehan, Thomas Frederick, St Albans, Hertfordshire, Straw Hat Manufacturer. Saint Albans. Pet May 7. Ord May 7. Exam May 26.

Moxham, Robert Edward, Cardiff, Grocer. Tredegar. Pet May 6. Ord May 9. Exam May 29 at 10.30 at County Court Office, Tredegar.

Nelson, Alfred Horatio, Sherland rd, Trichenham, Photographic Chemist. Brentford. Pet May 4. Ord May 4. Exam June 2 at 2.30.

Oldham, Francis John, Brant Broughton, Lincolnshire, Miller. Lincoln. Pet May 8. Ord May 8. Exam May 30 at 2.30.

Oxborrow, Edward Thomas, Birmingham, Corn Dealer. Birmingham. Pet Apr 21. Ord May 5. Exam June 9 at 2.

Paul, Allen, Roebuck terr, Enfield Highway, Tea Dealer. Edmonton. Pet May 9. Ord May 9. Exam June 2 at 11.

Pigeau, Alfred, and Achille Morin De Premon, Lombard st, Commission Merchant. High Court. Pet May 8. Ord May 8. Exam June 11 at 11 at 34, Lincoln's inn fields.

Potter, Mark, Wakefield, Maltster. Wakefield. Pet May 9. Ord May 9. Exam June 4.

Pratt, John George, Camborne, Cornwall, Tobaccoconist. Truro. Pet May 8. Ord May 8. Exam June 6 at 11.30.

Riches, George Henry, Gt Clacton, Essex, Baker. Colchester. Pet May 9. Ord May 9. Exam June 5 at 3 at Townhall, Colchester.

Roberts, George, Wolverhampton, Licensed Victualler. Stourbridge. Pet May 6. Ord May 6. Exam June 2 at 11.

Robinson, John, William Radcliffe Robinson, and Samuel Robinson, Saddlery, Yorks, Dyers. Huddersfield. Pet May 8. Ord May 8. Exam June 15 at 11.

Sastelle, Alois, Lincoln, Watchmaker. Lincoln. Pet May 7. Ord May 7. Exam May 30 at 2.30.

Smith, Alfred, Walsall, Spur Manufacturer. Walsall. Pet May 8. Ord May 8. Exam June 8.

Smith, A. E., High st, Kingsland, Paper Merchant. High Court. Pet Apr 10. Ord May 7. Exam June 9 at 11.30 at 34, Lincoln's inn fields.

Smith, Edward, Kirby st, Hatton Garden, Stationer. High Court. Pet May 7. Ord May 7. Exam June 16 at 11 at 34, Lincoln's inn fields.

Smith, Thomas Slater, Kimbolton, Huntingdonshire, Merchant. Bedford. Pet May 8. Ord May 8. Exam June 11.

Speake, William Davies, Eastbourne, Merchant. Lewes and Eastbourne. Pet May 9. Ord May 9. Exam May 29 at 11.

Stieblich, Henry, Fore st, Upper Edmonton, Baker. Edmonton. Pet May 8. Ord May 8. Exam June 2 at 11.

Stowe, Joseph, Stanningley, Yorkshire, Machine Broker. Bradford. Pet May 6. Ord May 7. Exam May 29 at 12.

Sutcliffe, Charles Johnson, Widnes, Lancashire, Plumber. Liverpool. Pet May 8. Ord May 8. Exam May 21 at 11.30 at Court house, Government bldgs, Victoria st, Liverpool.

Sykes, Daniel Frederick Edward, Huddersfield, Solicitor. Huddersfield. Pet May 7. Ord May 8. Exam June 18 at 11.

Thomas, Thomas, Treceky, Glamorganshire, Colliery Proprietor. Pontypridd. Pet May 6. Ord May 7. Exam May 26 at 2.

Wallis, Ambrose William, Sheffield, Blacksmith. Sheffield. Pet Apr 22. Ord May 7. Exam May 28 at 11.30.

Watson, Nathan, Newcastle on Tyne, Builder. Newcastle on Tyne. Pet May 8. Ord May 9. Exam May 21.

Watts, Robert, Chipping Norton, Oxfordshire, Butcher. Oxford. Pet May 8. Ord May 9. Exam May 29 at 12.

Winter, Captain N. N., Duke st, St James's. High Court. Pet Mar 27. Ord May 7. Exam June 16 at 11 at 34, Lincoln's inn fields.

Wray, Arthur, Leeds, Tobaccoist. Leeds. Pet May 7. Ord May 7. Exam June 2 at 11.
Wrightson, John, Stokeley, Yorks, Innkeeper. Stockton on Tees and Middlesborough. Pet Apr 30. Ord May 9. Exam May 15.

FIRST MEETINGS.

Aldridge, John, jun, and Samuel Aldridge, Birmingham, Nail Manufacturers. May 21 at 11. Official Receiver, Birmingham.
Bartlett, Levi, Weymouth, Dorsetshire, Builder. May 20 at 1. Royal Hotel, Weymouth.
Bennett, Charles Robert, Portakewett, Mon, Baker. May 22 at 12. Official Receiver, 12, Tredgar pl, Newport, Mon.
Bennett, William, Walthamstow, Essex, Carman. May 21 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
Brettell, Walter, Hartlepool, Jeweller. May 20 at 12. Official Receiver, Whitehall chambers, Colmore row, Birmingham.
Brown, Henry James, Essex rd, Islington, Ironmonger. May 20 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
Connolly, Thomas, Birmingham, Tailor. May 20 at 3. Official Receiver, Birmingham.
Dickinson, Charles (sep estate), Manchester, Master Porter. May 19 at 3.30. Official Receiver, Ogden's chambers, Bridge st, Manchester.
Dickinson, Charles, and Peter Dickinson, Manchester, Master Porters. May 19 at 3. Official Receiver, Ogden's chambers, Bridge st, Manchester.
Dickinson, Peter (sep estate), Longsight, Manchester, Master Porter. May 19 at 3.40. Official Receiver, Ogden's chambers, Bridge st, Manchester.
Edlington, Arthur, Fulgton, Devonshire, Major-General. May 20 at 11. Bankruptcy bldgs, 33, Carey st, Lincoln's inn.
Helmcke, G., Bishopgate at Within, Moss Litter Merchant. May 22 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
Hewitt, John Massey, Manchester, Estate Agent. May 20 at 11.30. Official Receiver, Ogden's chambers, Bridge st, Manchester.
Johnson, Samuel Herbert, Leamington, Butcher. May 21 at 10.15. Bath Hotel, Leamington.
Knot, Luther James, Ashton under Lyne, Milliner. May 21 at 2. Official Receiver, Townhall chambers, Ashton under Lyne.
Levy, Simon, Salford, Manchester, Tailor. May 20 at 2.30. Court house, Encombe pl, Salford.
Lowther, Horace, Ventnor, Isle of Wight, Doctor of Medicine. May 19 at 2. Chamber of Commerce, 145, Cheapside.
Mason, William, Stamford bridge, Yorkshire, Draper. May 21 at 12. Official Receiver, York.
Oxborrow, Edward Thomas, Birmingham, Corn Dealer. May 20 at 11. Official Receiver, Birmingham.
Phillips, Hubert, Gloucester, Grocer. May 19 at 3. Official Receiver, 84, Barton st, Gloucester.
Robinson, Martha, Whitlesey, Cambridgeshire, Innkeeper. May 20 at 1.15. County Court, Peterborough.
Schawlow, Colman, Treforest, nr Pontypridd, Furniture Dealer. May 19 at 12.30. Official Receiver, 3, Bute crescent, Cardiff.
Scott, Thomas Henry, Preston, Sussex, Builder. May 20 at 12. 39, Bond st, Brighton.
Smith, Alfred, Walsall, Spur Manufacturer. May 22 at 3.30. Official Receiver, Bridge st, Walsall.
Smith, Robert George, Long lane, West Smithfield, Milliner. May 20 at 2. 33, Carey st, Lincoln's inn.
Smith, Thomas Slater, Kimbolton, Huntingdonshire, Merchant. May 22 at 1. 8, St Paul's sq, Bedford.
Stillwell, Moses, the Plain, Wandsworth, Timber Merchant. May 19 at 2. Official Receiver, 109, Victoria st, Westminster.
Stowe, Joseph, Stanningley, Yorks, Machine Broker. May 20 at 11. Official Receiver, Ivegate chhrs, Bradford.
Sutcliffe, Charles Johnson, Wines, Lancashire, Plumber. May 21 at 3.30. Official Receiver, 35, Victoria st, Liverpool.
Tatton, Robert, Commercial rd, Stepney, Grocer. May 20 at 11. 33, Carey st, Lincoln's inn.
Thornicroft, Thomas, jun, Iverson rd, Brondesbury, Coal Merchant. May 20 at 12. 33, Carey st, Lincoln's inn.
Treatles, Matthew, Whitley, Yorkshire, Jet Ornament Manufacturer. May 19 at 11. Official Receiver, 8, Albert rd.
Wallis, Ambrose William, Sheffield, Blacksmith. May 21 at 3. Official Receiver, Figtree lane, Sheffield.
Watson, Nathan, Newcastle on Tyne, Builder. May 23 at 11. Official Receiver, County chhrs, Newcastle on Tyne.
Whaites, Charles Woolfrey, Willoughby rd, Hampstead, Commercial Traveller. May 21 at 11. 33, Carey st, Lincoln's inn.
Wray, Arthur, Leeds, Tobaccoist. May 21 at 11. Official Receiver, St Andrew's chhrs, 22, Park row, Leeds.

ADJUDICATIONS.

Aldridge, John, jun, and Samuel Aldridge, Birmingham, Nail Manufacturers. Birmingham. Pet May 7. Ord May 7.
Bennett, Alfred, Broomwood rd, Wandsworth, Builder. Wandsworth. Pet Feb 23. Ord May 7.
Brettell, Walter, Hartlepool, Jeweller. Sunderland. Pet May 5. Ord May 9.
Carell, Briggs, Fenchurch st, Solicitor. High Court. Pet Jan 8. Ord May 8.
Casson, Ezra, Stockport, Cheshire, Traveller. Stockport. Pet Apr 16. Ord May 1.
Davis, Edwin, Lower Chapman st, St George's in the East, Licensed Victualler. High Court. Pet Apr 16. Ord May 7.
Douglas, John Ambrose, Ide Hill, nr Sevenoaks, Farmer. Tonbridge Wells. Pet Apr 2. Ord May 9.
Dykes, Mary Ann, Taunton, Milliner. Taunton. Pet Apr 8. Ord May 4.
Firth, James, and David Firth, Sowerby Bridge, Yorks, Engineers. Halifax. Pet Apr 30. Ord May 6.
Gimant, Thomas, jun, Aston, nr Birmingham, Druggist. Birmingham. Pet Apr 16. Ord May 7.

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94, CHANCERY LANE, LONDON

Hiles, John, Hereford, Builder. Hereford. Pet Apr 27. Ord May 9.
Hopcroft, Henry, Stourport, Worcestershire, Licensed Victualler. Kidderminster. Pet Apr 1. Ord May 6.

Hyde, Mary Ann, Dodworth rd, Barnsley, Bleacher. Barnsley. Pet May 4. Ord May 8.
Irving, George, Birmingham, Egg Merchant. Birmingham. Pet Apr 2. Ord May 7.
Jones, Joseph Gordon, Holt, nr Trowbridge, Cloth Manufacturer. Bath. Pet Apr 2. Ord May 8.
Kelsey, Edward, Eastbourne, Butcher's Assistant. Lewes and Eastbourne. Pet Apr 24. Ord May 7.
Levy, Edward Henry, Queen's rd, Bayswater, Tailor. High Court. Pet Apr 16. Ord May 8.
Meehan, Thomas Frederick, St. Albans, Hertfordshire, Straw Hat Manufacturer. St. Albans. Pet May 7. Ord May 7.
Mullaley, Patrick, Plaistow, Essex, Cowkeeper. High Court. Pet Mar 20. Ord May 8.
Myhill, Valentine Christopher, Deal, Cinque Ports' Trinity Pilot. Canterbury. Pet Apr 15. Ord May 4.
Nanson, Max, Aldermanbury avenue, Merchant. High Court. Pet Jan 20. Ord May 8.
Nimmo, George Alderson, Fence Houses, Durham, Brewer. Durham. Pet Apr 15. Ord May 6.
Northam, Isaac, Sandford Orcas, Somersetshire, Miller. Yeovil. Pet Apr 2. Ord Apr 13.
Oldham, Francis John, Brant Broughton, Lincolnshire, Miller. Lincoln. Pet May 8. Ord May 8.
Oxborrow, Edward Thomas, Birmingham, Corn Dealer. Birmingham. Pet Apr 21. Ord May 6.
Parker, Charles, Hove, Sussex, Fisherman. Brighton. Pet Apr 10. Ord May 8.
Platlin, Howard Edwin John, Norfolk, Plumber. Norwich. Pet Apr 27. Ord May 7.
Proulove, George, Huncoat, nr Accrington, out of business. Oldham. Pet May 4. Ord May 8.
Sattelle, Alois, Lincoln, Watchmaker. Lincoln. Pet May 7. Ord May 7.
Shipp, John, Nutbrook st, Peckham, Builder. High Court. Pet Mar 21. Ord May 8.
Stichrich, Henry, Fore st, Upper Edmonton, Baker. Edmonton. Pet May 8. Ord May 8.
Stowe, Joseph, Stanningley, Yorks, Machine Broker. Bradford. Pet May 6. Ord May 7.
Watson, John, North Shields, Innkeeper. Newcastle on Tyne. Pet May 5. Ord May 7.
Watts, Robert, Chipping Norton, Oxfordshire, Butcher. Oxford. Pet May 9. Ord May 9.
Wilks, Abraham, junr, Clerkenwell-rd, Manufacturer. High Court. Pet Apr 14. Ord May 8.
Woodhouse, George Henry, Brighouse, Yorks, Beerhouse Manager. Halifax. Pet May 5. Ord May 6.
Woodward, Robert, Nortfolk, Farmer. Norwich. Pet Apr 11. Ord May 7.

ADJUDICATIONS ANNULLED.

Ogilvy, John Bruce, Brighton, Gent. Brighton. Adjud Aug 1. Annual April 30.
Spann, Richard, Warrington, Lancashire, Wheelwright. Warrington. Adjud March 6. Annual April 30.

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In consequence of the frequency of their sales, Messrs. J. & D. are enabled to include large or small quantities at short notice (if required).

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Valuations for Probate or Transfer. Terms on application to the City Auction Rooms (established 1793) 38 and 39, Gracechurch-street, E.C.

Messrs. Johnson & Dymond beg to notify that their Auction Sales of Wearing Apparel, Pico Goods, Household and Office Furniture, Carpets, Bedding, &c., are held on each day of the week (Saturday excepted).